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## The Solicitors' Journal and Weekly Reporter.

LONDON, JUNE 22, 1907.

\* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

### Notice.

A Digest of all the Cases reported in the "Solicitors' Journal and Weekly Reporter" during the legal year 1906-1907, containing references to the Law Reports, will be issued weekly, as a Supplement, during the months of August and September.

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## Current Topics.

The Motions at the Forthcoming Meeting of the Law Society.

WE RECEIVE, too late for comment this week, the paper containing the notices of the motions to be submitted to the meeting on the 5th of July; but although these indicate the purport of the majority report of the Solicitors' Practice Committee, that report has not yet reached us. We are, however, enabled to state the conclusions arrived at by the majority of the committee. We believe that the minority report dissents from recommendations 7, 8, and 9. It will be observed that the Council propose that three of the retiring members at each annual meeting shall be ineligible for one year, thus conceding the principle contended for by the requisitionists, but restricting its operation.

### The Court of Appeal.

THE LONG Vacation is rapidly approaching, and there is urgent necessity that a vigorous effort should be made to diminish the enormous list of cases in the Court of Appeal. But complaints are numerous with regard to the progress of business in the First Division of the court. It is said that the Italian, when urged to exertion, make no reply but the word "Patience." But patience may be carried too far. A case arising out of an accident which happened before the present Workmen's Compensation Act, which turned on obsolete law and was of no general interest whatever, has been the subject of minute discussion, and has lasted for the greater part of three days. The inconvenience to counsel in the cases immediately succeeding that which has been so unexpectedly prolonged may easily be imagined. It may be well to strengthen the bench by the creation of additional judges, but it must be remembered that some years ago a Court of Appeal no stronger in numbers than the present court was able to keep its list fairly under control.

### The Draft New Land Transfer Rules.

WE PRINT elsewhere the draft of a set of new Land Transfer Rules. The chief proposed change relates to the mode of identifying registered land. The ordinance map will continue to be the basis of all registered descriptions of land, but there is also to be prepared and kept in the registry a series of maps to be known collectively as the Land Registry General Map. Each map will be either an extract from the ordinance map, revised and corrected as may be necessary; or a map based on and uniform with the ordinance map, and so constructed that any parcel shown on it can be accurately located on the ordinance map. The parcels will be numbered, and the General Map may, if the registrar thinks fit, be combined, wholly or partly, with the existing index maps. A Parcels Book will be kept identifying the parcels on the General Map by their reference numbers with the numbers of the titles, and showing any cautions existing against first registration. It appears to be contemplated that the General Map will, as a rule, render the filing of a special plan of registered land unnecessary, and accordingly it is provided that the land comprised in a title shall be described either by means of the relative parcel number on the General Map, or by means of a separate plan filed in the registry, as the registrar shall direct;

but any proprietor will be entitled to have his land described by a separate filed plan on paying a reasonable sum to cover any extra expense. All this, of course, indicates an intention on the part of the registry to fasten upon London still more firmly the existing system of compulsory registration, and it contemplates the time when the whole of the land in the compulsory area shall have come upon the register, so that the land in each title shall be readily identified by the reference number on the General Map. From this point of view the proposal will probably be found convenient, though it would be well for any considerable change in the existing system to be postponed till after the inquiry which, we take it, cannot be much longer postponed. The draft rules contain in a schedule a list of numerous amendments to the rules of 1903 which will be necessitated by the introduction of the General Map.

#### The Extradition of British Subjects.

THE CASE OF EDMUND GUERIN, a fugitive criminal who had been arrested with a view to his extradition to the French Government, but who was last week ordered by the Divisional Court to be discharged from custody, is an example of the ignorance which prevails as to the extent to which the Extradition Acts are controlled by treaties between different States. Many persons are disposed to think that the law as to the surrender of fugitive criminals is contained in the Extradition Acts, and do not know, or have forgotten, that this law is co-extensive with, and limited by, the treaties made by the different States. The foundation of the decision of the court was that there was some evidence that GUERIN was a British subject, though his father and he himself had spent the greater part of their lives in the United States. He had been convicted of robbery by the French courts, and sentenced to penal servitude for life, but had escaped from French Guiana through South America to the United States, and from thence had made his way to this country. But some persons will ask: Is a convict who has escaped from a French prison to this country free from liability to extradition if he can show that he is a British subject? The answer is that, although there is no general rule in the judicial decisions or in the statutes forbidding the extradition of a British subject, and although section 6 of the Extradition Act, 1870, provides that where the Act applies in the case of any foreign State, every fugitive criminal in his Majesty's dominions shall be liable to be surrendered in manner provided by the Act, the operation of the Act is limited by what is consistent with the treaties. By article 11 of our treaty with France, native-born or naturalized subjects of either country are exempted from extradition. In *Reg. v. Wilson* (3 Q. B. D. 42), where the effect of this treaty was established, COCKBURN, C.J., observed: "I am chairman of the commission on the subject of extradition, and I will take care that, if possible, this blot upon the law is removed, so as to prevent an Englishman who commits an offence in a foreign country from escaping with impunity." But the Chief Justice did not live to carry out his wishes, and the defect to which he refers has never been remedied.

#### Liability for Water Rate.

THE DECISION of the Court of Appeal in *Bourne & Tait v. Salmon & Gluckstein (Limited)* (1907, 1 Ch. 616) shows that under certain circumstances a covenant by a lessor of premises to pay all rates and taxes may include the water rate, but whether this will be so in any particular case seems to remain open to a good deal of uncertainty. In the present case the demised premises were part of larger premises held under one superior lease, and at the date of the underlease, by which the lessors covenanted for payment of "all rates and taxes payable in respect of the said demised premises," there was no separate supply of water to, or separate assessment in respect of, the demised premises, but there was a common supply of water to the entire building and a single rate was charged. In the case of *Direct Spanish Telegraph Co. v. Shepherd* (13 Q. B. D. 202), where there was a covenant by the lessor to pay "all rates and taxes payable in respect of the demised premises" except for gas, there appears to have been a separate assessment, but the Divisional Court (HAWKINS and

SMITH, JJ.) held that the water rate was within these words and was payable by the lessor. The present case seems to be a stronger one for adopting the same construction, and the Court of Appeal accordingly have done so; but the decision of the same tribunal in *Badcock v. Hunt* (22 Q. B. D. 147) makes it necessary that the above authorities should be treated with caution. In *Badcock v. Hunt* the covenant bound the lessor to pay all "rates, taxes, and impositions," and was expressed in the usual full form. The premises had a separate water supply, and a separate water rate was charged, and the Court of Appeal, without professing to interfere with *Direct Spanish Telegraph Co. v. Shepherd*, held that the water rate was not a rate "imposed," and was not within the covenant. FRY, L.J., observed that the water rate, though in a sense a rate, was in substance a payment for the supply of water. Till now it has been possible to argue that *Badcock v. Hunt* virtually overruled the earlier case, but that is possible no longer, and in future cases it will be necessary, in considering the lessor's liability, to have regard to the precise words of the covenant, and also to the mode of supplying water to the demised premises. Where the covenant refers to "rates and taxes" simply, and there is a supply common to the demised and other premises, without separate assessment, the lessor will be liable. But the matter should, of course, be made clear by express provision in the lease.

#### Countermand of Payment of Cheque.

THE CASE OF *Curtis v. London and City Bank*, recently decided in the Divisional Court (reported *ante*, p. 554), is one of unusual interest, and the judges (DARLING and A. T. LAWRENCE, JJ.) having differed in opinion, it will probably go to the Court of Appeal. The action was by the customer of the bank for money had and received. The plaintiff, on the 31st of October, drew a cheque on the defendants' bank, and on the same day sent a telegram directing them not to pay the cheque. The telegram was sent after banking hours, and appears to have been put in the letter-box of the bank, and did not come into the hands of their officials until the morning of the 2nd of November, although it ought in due course to have been received by them on the morning of the 1st of November. The cheque was in fact paid before any intimation of the attempt to stop it, and the county court judge who tried the case gave judgment for the plaintiff, finding as facts that the telegram was put in the letter-box on the 31st of October; that it was overlooked by the cashier in clearing the box on the 1st of November; and that the bank officials must be taken to have received it when they opened their letters on that day. On appeal from this decision, the defendants referred to section 75 of the Bills of Exchange Act, 1882, which enacts that the duty and authority of a banker to pay a cheque drawn on him by his customer are determined by countermand of payment, and contended that there was no sufficient proof that the authority to pay the cheque had been "countermanded" before payment. Other points were taken, but that to which we have referred was the material one. The court, as we have said, were divided in opinion. A. T. LAWRENCE, J., held that the telegram was not, under the circumstances, a good "countermand of payment" under section 75, inasmuch as it had not been brought to the notice of the officials of the bank. DARLING, J., was of the contrary opinion. The words "countermand of payment" are not particularly explicit, but it seems to us that the question is, whether what the customer or his agent did was a reasonably sufficient countermand of payment. The telegram must be taken to have been delivered to the defendants through the post. Is it necessary to go further and show that the telegram was actually read by the defendants before the cheque was cashed? In other words, if a notice in the words of the telegram had been laid by the plaintiff before the proper official, would it be necessary to go further and satisfy the jury that he had read it? We must confess that we incline to the opinion that in these circumstances it would be binding upon him whether he informed himself of its contents or not, and this view is strengthened by a reference to the cases as to the proof of notices to determine a tenancy and notices of the dishonour of bills of exchange.

#### "Ended" Payments under the Workmen's Compensation Acts.

THE MAJORITY of the decisions on the existing Workmen's



Compensation Acts will cease to be of any value after the expiration of the present month; but a case of great importance has this week been decided by the House of Lords in *Nicholson v. Piper* (reported elsewhere) on words of the 1897 Act which are identical with those in the 1906 Act. It is provided in both Acts that any weekly payment may be reviewed at the request either of the employer or of the workman, and on such review "may be ended, diminished, or increased." The appellant had been injured by an accident arising out of and in the course of his employment, and had received compensation under the Act by weekly payments for some seven or eight months. The employer then requested a review; and, after hearing medical evidence, the county court judge decided that the man was quite fit to resume his work, and accordingly made an order ending the weekly payments. The man then went back to work, but, after a considerable time, he again became unable to work, and entered a hospital. Subsequently, he requested another review of the compensation, and an increase of the weekly payments. This request was resisted by the employer, first on the ground that, the payments having been actually "ended," the judge was *functus officio*, and no further proceedings could be taken under the Act with regard to the accident; and, secondly, on the ground that what the man was suffering from had nothing to do with the accident. It was unnecessary to decide the last-mentioned question of fact, for the county court judge took the employer's view of the law upon the first point, and dismissed the application, as there was no weekly payment in existence which he could increase. The Court of Appeal upheld this decision, and now the House of Lords have given judgment to the same effect. It is to be noticed that the appellant might, after the first review, have appealed against the form of the order, and it might have been altered into an order diminishing the weekly payments to a penny a week. If the order had been made in this form, the judge would have retained cognizance of the proceedings; the right to weekly payments would have been kept alive, and the payments might have been increased later on good cause being shewn. This is a course very often taken by county court judges, and in a proper case it has obviously much to recommend it. We protest, however, against such a course becoming the regular and ordinary procedure. If a judge forms the opinion on the medical evidence that a workman who has been injured has recovered, he ought to have the courage of his opinion and give effect to it by his order. At any rate, the nominal weekly payment should not be allowed to continue indefinitely. Keeping the matter open is a constant temptation to the workman to malingering; and where a man has apparently recovered, and been at work some time, the employer is justified in demanding that he should know his exact position, and not have the risk kept hanging over him for an unreasonable time.

#### Avoidance of Life Policy on the Ground of Fraud.

IN THE CASE of *Kettlewell v. Refuge Assurance Co.*, decided by the Divisional Court (PHILLIMORE and BRAY, JJ.) on the 3rd of May, the action was brought, as in several recent cases, to set aside a life policy on the ground of fraud on the part of the agent of the insurance company. The company by this policy, in consideration of the payment by the plaintiff of a weekly premium, contracted to pay her a sum of money on the death of a third person. The plaintiff paid the premiums for a year, and then informed the agent of the company of her intention to allow the policy to lapse. He advised her to keep on paying the premiums until the expiration of five years from the date of the policy, and told her that then she would be entitled to a free policy—that is to say, that she would not be required to pay any further premium as a condition of keeping the policy on foot. This representation was untrue, to the knowledge of the agent, and was made without the authority of the company. The plaintiff, relying on the representation, went on paying the premiums for the further period of four years, but on the expiration of that period the company refused to grant her a free policy. She then bought the action to recover back the premiums which she had paid. The case was tried in the county court, when the judge directed the jury that if the defendants' agent had been guilty of fraud, and the defendants

had benefited by that fraud and retained the premiums, they must be taken to have ratified the act of the agent. The jury found a verdict for the plaintiff for the full amount of the premiums paid since the date of the false representation, and judgment was entered accordingly. This judgment was affirmed by the Divisional Court, and we are not sure that we entirely appreciate the reasoning upon which their decision was based. In the first place, it is not quite clear that the misrepresentation was of a matter of fact, and was not a mere statement of intention as to some future act which was not performed. This point, however, does not appear to have been taken, and we pass on to the objection that the avoidance of an agreement involves a restitution of the parties to their original rights and property, and that in the present case no such restitution was possible. If the agreement could not be rescinded *in toto* it could not be rescinded at all, and the party complaining of the fraud must resort to an action for damages. Reliance was placed by the court on the case of *Duffield v. Wilson* (1 Campb. 401). But in *Duffield v. Wilson* the misrepresentation was part of the written contract, and the case is not founded upon any general principle. We understand that *Kettlewell v. Refuge Assurance Co.* is to be taken to the Court of Appeal, where we hope that the points raised in the case may be the subject of exhaustive discussion.

#### Actions Against Pilots.

HAVING REGARD to the query in our columns last week (*ante*, p. 549) as to in which division of the High Court a claim in *personam* against a pilot should be instituted, it may be convenient, says a learned correspondent, to shortly state how this matter stands. Section 11, subsection (3), of the Judicature Act, 1873, provides that "subject to Rules of Court, a person commencing any cause or matter shall not assign the same to the . . . Admiralty Division unless he would have been entitled to commence the same in . . . the High Court of Admiralty if this Act had not passed." Ord. 5, r. 5, of the Rules of the Supreme Court, when read with this section, it will be observed, leaves the exclusive jurisdiction of the High Court of Admiralty untouched. The rule is as follows: "Subject to the power of transfer, every person by whom any cause or matter may be commenced in the High Court of Justice, which would have been within the non-exclusive cognizance of the High Court of Admiralty if the principal Act had not passed, shall assign such cause or matter to any one of the divisions of the said High Court, including the Probate, Divorce, and Admiralty Division. . . ." That is to say, actions not within the exclusive cognizance of the old Court of Admiralty, such as collision actions, salvage actions, actions for wages, bottomry, etc., may, subject to transfer, be assigned to any division, but actions within the exclusive cognizance of the old Admiralty Court shall not be assigned to any other division than the Admiralty Division, such actions being assigned by section 34 of the Judicature Act, 1873, to the Admiralty Division. An action against a pilot for damages from collision is not one of the actions within the exclusive cognizance of the old Admiralty Court: *The Urania* (1 Asp. M. L. C. (O.S.) 156), *The Alexandria* (L. R. 3 A. & E. 574), *Flower v. Bradley* (2 Asp. M. L. C. 489), *Reg. v. Judge of City of London Court and Pym* (1892, 1 Q. B. 273). Therefore, it would appear that under ord. 5, r. 5, such an action can be assigned, subject to transfer, either to the King's Bench Division or the Admiralty Division. Should, however, the latter course be adopted, in all probability, if the defendant applies for a transfer, the application would be granted, for the pilot would be entitled to a jury (see *The Germania*, 1896, P. 84) and this fact would cause the court to exercise its discretion in ordering a transfer: see *Rack v. London and South-Western Railway Co.* (1895, 2 Q. B. 502).

#### Trade Outrages in England and the United States.

THOSE WHO have read with horror and astonishment the proceedings at the recent trial at Boise, in Idaho, in which the officers of the Western Federation of Miners are charged, upon the confession of one of the malefactors, with a series of murders, including that of Governor BRONKHORST, may be

reminded that many persons still living can remember the sensation which was caused by the disclosures at the inquiry in 1867 into the trades union outrages at Sheffield. This inquiry was under a Royal Commission, and the commissioners were authorized by Act of Parliament to grant a certificate of indemnity to all persons implicated in any of the illegal acts who should make a full disclosure of the truth. JAMES HALLAM, a saw grinder, having been questioned regarding the murder of a man named LINLEY who had given dissatisfaction to the Saw Grinders Union, confessed, after some pressure, that he and one SAMUEL CROOKES had tracked LINLEY from house to house nearly every day for five or six weeks, intending to shoot him. CROOKES himself confessed that he subsequently shot LINLEY with an air gun, the unfortunate man dying from his injuries. BROADHEAD, the secretary of the Saw Grinders Union, was then examined, and admitted that he had paid CROOKES and HALLAM, whom he had hired to shoot LINLEY, sums of money. He did so, not from any quarrel with LINLEY, but because LINLEY had set the rules of the trade at defiance, and had taken a large number of apprentices. These disclosures were wrung from the witnesses with much difficulty, and were only made in reliance upon the statutory indemnity from the consequences of illegal acts. The confessions made in Idaho appear to be quite voluntary.

#### Liability of French Legal Officials for Mistakes in the Exercise of Their Duties.

CERTAIN OFFICERS of the French Court of Assize of the Tribunal of the Seine, whose duty it is to draw up or execute the decrees of the court, have recently been dealt with in a very summary fashion. A number of decrees or judgments have been quashed by the court owing to the omission of the requisite formalities. The nullification of these proceedings has been attended with much expense, and the court has ordered that all the costs occasioned by their amendment of the records shall be borne by the officers in fault. A bailiff who had omitted, within the time prescribed, to furnish the prisoner with a list of the jurors by whom he was to be tried, was ordered to pay the costs of the proceedings which had been rendered nugatory by this omission. In another case, where the proceedings were quashed because the officer of the court, in preparing the document stating the names of the jurors, which had been put in the urn and drawn out, had forgotten to mention the number of papers which had been placed in the urn. This officer was also ordered to pay the costs. We do not know that the English courts have ever exercised a similar jurisdiction over their ministerial officers. It is not, however, to be supposed that these officials have always escaped the consequences of any serious neglect in the discharge of their duties. With regard to those who exercise judicial duties, it has sometimes been suggested that suitors who are put to expense in consequence of judgments which are set aside owing to mistakes in law should be indemnified by the State, but there seems little prospect of this view being accepted by the Legislature.

#### Exclusion of Butchers from Juries.

A CORRESPONDENT, in a recent number of *Notes and Queries*, refers to a passage in one of DRYDEN's works, in which the poet speaks of the law "which has excluded butchers from a jury." The correspondent wishes to know something of this law, when and why was it passed, and whether it is still in force? This question is not asked for the first time. In Barrington's *Observations on the More Ancient Statutes* (p. 4740, on 3 Hen. 8), after referring in the text to a statute by which surgeons were exempted from attendance on juries, he adds in a note, "It may perhaps be thought singular to suppose that this exemption from serving on juries is the foundation of the vulgar error that a surgeon or butcher, from the barbarity of their business, may be challenged as jurors." It has been suggested that there may be, after all, some ground for the popular belief, but anyone who searches our law books for a satisfactory enumeration of causes of challenge of jurors is likely to spend his time in vain. We read in Hawkins' *Pleas of the Crown* that "it hath been stated to be a good challenge on the part of the king that the juror hath given his dogs the names of the king's witnesses." This ruling may have been unexceptionable, but it does not

afford much assistance in ascertaining what is a good cause of challenge.

#### The Attendance of Members of the Law Society Council.

THE ATTENDANCES during the past year of the members of the Council of the Law Society shew in most cases some falling off as compared with last year's figures. The President has 145 attendances to his credit, as against Mr. BARKER's 167 last year and Mr. RAWLE's aggregate of 176 in the previous year. Mr. BARKER comes next with 141 attendances, and Mr. BLYTH follows with 122. It is to be remembered, however, that the members of the Discipline Committee, who comprise some of the staunchest members of the Council, are excused from attendance on committees.

## The Present State of the Patents and Designs Bill.

THE Patents and Designs Bill emerged from Committee considerably altered from what it was when it went in, but we regret to find that several features in it, to which we objected when dealing with the Bill as originally introduced, remain unchanged. The chief amendment made in Committee is the introduction, in lieu of clause 16, of the new clause 23, to which we have previously referred (*ante*, p. 494). This clause interferes with the freedom of contract between patentees and those dealing with them to an extent hitherto unknown in English law, and goes the length of rendering determinable certain contracts entered into before the Act comes into operation. How this will work in practice remains to be seen.

Another new clause introduced in Committee is clause 25, which makes it an offence punishable by fine for a patentee, on being requested to do so by a licensee or other person interested, to "refuse to disclose the number or the date of any of his Patents," or to give "any such information which is, to his knowledge, false in any particular." This is a curiously drawn section, and if literally interpreted, may, as it seems to us, give rise to a great deal of hardship. In the first place, does "licensee" mean a person who has taken a formal licence to use a patented article or work under a Patent, or does it include any person who is in fact using a patented article under circumstances in which the law treats him as doing so by the implied licence of the patentee—*e.g.*, a purchaser of a patented article from the patentee or persons authorized by him to sell it? If a wide interpretation is given to "licensee," then what is the meaning of a person interested? We suppose the idea is to shut out common informers. Again, take the case of an assignable licence; suppose the original licensee asks for the number or date of a Patent and gets the information, and then assigns the licence, is the assignee entitled to avail himself over again of the section? Again, supposing A. takes a formal licence to work under a Patent, the number and date of which is stated in the licence, is the licensee nevertheless entitled to avail himself of the clause? The dominant idea underlying the clause is probably right, but the clause is a clumsy method of carrying it into effect.

The chief of the objectionable features which still remain in the Bill are those which give the Comptroller-General jurisdiction to hear cases of Revocation of Patents, and while giving an appeal from him to the Court, make the appeal to a single judge whose decision is to be final. We are not going to repeat what we have already said (*see ante*, p. 371) on this subject. We still adhere to our opinion that these two proposals are extremely objectionable, because to give the Comptroller jurisdiction to try Revocation Cases is to give it to a tribunal which has neither the time nor the proper qualifications to exercise it, and to limit the right of appeal to a single judge is to put the patentee in Revocation Cases into a most unfair position. To shew how the new system may work, we may refer to the case of *Andrew's Patent* (23 R. P. C. 441). This was a Revocation case which took nine days to try in the Court of first instance, and the Patent was ordered to be revoked. The patentee appealed. The Court of Appeal took nine days to hear the case, and finally decided that the



Court of first instance was wrong and that the Patent ought not to be revoked, and so the Patent, which was a valuable one, was saved to the patentee. Now if the proceedings had been under the Bill, it is impossible to suppose that the Comptroller could have tried it properly in a shorter time than a trained judge, so that it would have taken up nine days of his time, and, supposing an order for Revocation had been made, the patentee could not have gone to the Court of Appeal. *Andrew's Patent* is not the only Revocation Case in recent times which has taken a considerable time to try. In February of this year there was a Revocation case before NEVILLE, J., which occupied the Court for ten days, and which will shortly come before the Court of Appeal. All Revocation Cases do not, of course, take the amount of time which these two cases took, but we may safely say that it is quite the exception, unless an Order is made by consent, for a Revocation case to be disposed of by the Court in the course of a single day. The facts being such as they are, the Government's proposals for the future trial of Revocation cases are most extraordinary; but what is more extraordinary is that so little objection was taken to them in Committee, and that, where objections were taken, the objectors had not sufficient backbone to stick to their objections. We hope, however, that at the Report stage the matter will be fully threshed out and the objections pressed to a division.

## Mortgagees and Fixtures.

THE contest between mortgagees of business premises and the owners of machinery let to the mortgagor on a hire-purchase agreement has been renewed in *Re Samuel Allen & Sons (Limited)* (1907, 1 Ch. 575), but the fortune of war, after having been in the two most recent cases on the side of the mortgagees, has now again declared for the owners of the machinery. The mortgagees had not the legal estate in the land, and the rival rights being therefore both equitable, the interest of the owners under the hire-purchase agreement prevailed.

Hitherto, when the question has arisen, the mortgagees have had a legal title, and the difficulty in the way of the owners of the machinery has been to avoid the effect of the antiquated rule *Quicquid plantatur solo, solo cedit*. With a little judicial courage the rule might have been made to give way to ideas more in accordance with modern requirements. NORTH, J., shewed that he was capable of this boldness in *Cumberland Banking Co. v. Maryport Iron Co.* (1892, 1 Ch. 415), and he declined to hand over to mortgagees fixtures to which in equity they were not entitled. The mortgage, which was dated before the erection of this machinery, expressly included any machinery that might be afterwards brought upon the premises, but the learned judge held that it was not in the power of the mortgagors to confer on their mortgagees a better title to the machinery than they had themselves.

Apparently this decision was given without regard to the technical title conferred upon the mortgagees in consequence of the machinery being affixed to the premises, and in *Gough v. Wood & Co.* (1894, 1 Q. B. 713), where the Court of Appeal were not prepared to follow the same course, a new reason was suggested. In that case, as in the earlier, the mortgagor remained in possession after the creation of a legal mortgage, and affixed to the premises machinery which he had obtained on a hire-purchase agreement. While he was still in possession the owner of the machinery determined the agreement and took the machinery away. It was held that he was entitled to keep it against the mortgagees—not, indeed, on the simple ground that it belonged to him and not to the mortgagee; the maxim above quoted was against this otherwise obvious view; but upon the ground that, by leaving the mortgagor in possession, the mortgagee had given him an implied licence to bring on to the premises suitable machinery and make it a fixture, and afterwards to remove it. The mortgagor, said LINDLEY, L.J., had an implied authority "whilst in possession to hire and bring and fix other fixtures necessary for his business, and to agree with their owner that he shall be at liberty to remove them at the end of the time for which they are hired." "Unless," he added, "this be so, persons dealing *bona fide* with mortgagors in possession will be exposed to very unreason-

able risks, and honest business with them will be seriously impeded."

So far the victory had been with the owners of the machinery; but in the next case—*Hobson v. Gorringe* (1897, 1 Ch. 182)—it seems to have been found impracticable for the court to pursue the policy which had thus been clearly indicated. In two points it differed from *Gough v. Wood & Co.* The machinery had been affixed to the premises before the mortgagee took his security, and the owner had not removed it before the mortgagee had gone into possession. There was thus greater difficulty in implying a licence to the mortgagor to remove the machinery, and it was held that, even if such a licence could be implied, it was determined by the mortgagee's entry into possession. This shews of how little practical value was the principle by which the court had sought to do justice in *Gough v. Wood & Co.* If the owner of the machinery was to profit by the implied licence to the mortgagor this benefit could not, save on the merest technical grounds, be made dependent on whether the mortgagee had or had not taken possession. But in view of the present case of *Re Samuel Allen & Sons (supra)* it is important to notice the manner in which A. L. SMITH, L.J., who delivered the judgment of the Court of Appeal, stated the technical position of the owner of the machinery under his agreement. The machinery, he observed, became a fixture, subject to the right of the owner—HOBSON—under his contract. "But this right," said A. L. SMITH, L.J., "was not an easement created by deed, nor was it conferred by a covenant running with the land. The right, therefore, to remove the fixture imposed no legal obligation on any grantee from KING—the mortgagor—"of the land. Neither could the right be enforced in equity against any purchaser of the land *without notice of the right*, and the defendant GORRINGE—the mortgagee—"is such a purchaser." The importance of this lies in the admission that the hire-purchase agreement conferred an equitable interest in the chattels after they had been affixed to the land, and that, if the mortgagee had had notice of this equitable right, it would have prevailed over his legal title.

In the subsequent case of *Reynolds v. Ashby & Son* (1903, 1 K. B. 87; 1904, A. C. 466), again, it was held that the owner of the machinery could not claim it as against a mortgagee who had entered into possession. In the Court of Appeal *Hobson v. Gorringe* was followed, and the distinction in this respect between that case and *Gough v. Wood & Co. (supra)* was pointed out. In the two later cases the mortgagee had entered into possession before the owner of the machinery sought to resume possession of it, and any implied licence had come to an end. "It may be," said ROMER, L.J., "that until the mortgagee takes possession of the premises there is an implied licence by him to the mortgagor in the ordinary course of business to remove or change machinery affixed to the premises, and that that licence would, as between the plaintiff—the owner of the machinery—"and the mortgagee, have entitled the plaintiff to assert his right to the machines before the mortgagee entered into possession; but any such implied licence would cease, I think, when possession was taken by the mortgagee. I cannot see my way to infer any licence which would then entitle the plaintiff to remove the machines." The decision of the Court of Appeal was affirmed by the House of Lords, so that it is now finally settled that a legal mortgagee is entitled to have the value of his security increased at the expense of the owner of machinery.

In the present case of *Re Samuel Allen & Sons (Limited)* (*supra*) the question was whether the same rule was to operate in favour of an equitable mortgagee whose mortgage was subsequent in date to the hire-purchase agreement under which the machinery was affixed to the land. And this depended on whether the hire-purchase agreement conferred upon the owner of the machinery an equitable interest in it after he had ceased to be legal owner by reason of its being affixed to the premises. There appears to be no reason why such an equitable interest should not be recognized. There may be different rights in different parts of the soil and of buildings and erections upon it, and, granting that the machinery, by being affixed to the soil, becomes a part of it, so that the legal title goes with the legal title to the soil, yet there still remains the agreement affecting the machinery. This is not put an end to by the fact of the machinery having ceased to be a

chattel. The change in the nature of the machinery as a subject of property is merely due to a technical rule of law. In spite of this change the agreement affects the machinery, though now it affects it as real estate and not as a chattel. Consequently it confers an equitable interest in the machinery as such real estate, and, since a subsequent equitable mortgage of the premises confers no higher right, the equity conferred by the hire-purchase agreement, being prior in time, must prevail. This is in accordance with the view intimated, as above stated, in *Hobson v. Gorringe* (*supra*), that a legal mortgagee who takes with notice of the hire-purchase agreement will be bound by it, and upon this principle PARKER, J., decided the present case. "I think," he said, "that these agreements, if they are in the form which has been used in this case"—that is, an ordinary hire-purchase agreement—"do create an equitable interest by which a subsequent mortgagee who does not get the legal estate is bound, and that, applying the ordinary principles of priorities as between the interest of the hirer"—apparently "letter" was intended—"under the hiring agreement and the interest created by the equitable mortgage, the interest created by the hiring agreement takes precedence."

But while in the particular case the superior rights of the owners of the machinery are once again recognized, yet this is a mere chance, and the series of decisions shows that the courts, guided by technical considerations, have quite lost sight of the real interests of the parties. It is necessary to get back to the point at which NORTH, J., rightly or wrongly, arrived in *Cumberland Banking Co. v. Maryport Iron Co.* (*supra*), and to establish the principle that the mortgagor cannot confer upon his mortgagee a better title to trade machinery than he himself has, but this can only be done by legislation. A Bill for the purpose, introduced by Mr. JOSEPH WALTON, is now before the House of Commons under the name of the Mortgage of Premises Bill.

## Reviews.

### Winding Up.

THE WINDING UP OF COMPANIES, BY THE COURT, VOLUNTARILY, AND UNDER SUPERVISION; WITH THE ACTS, RULES, FORMS, AND SCALE OF FEES RELATING THERE TO. By F. GORE-BROWNE, M.A., K.C. SECOND EDITION. Jordan & Sons (Limited).

There have been a considerable number of cases recently affecting the winding up of companies, and the issue of the present edition of Mr. Gore-Browne's concise and useful work on the subject will be welcomed by the practitioner. In particular, the attention of the court has been called to the conflicting claims of debenture-holders and unsecured creditors, and there has been a tendency to abrogate the rule that an unsecured creditor must allege and prove the existence of assets which can be made available in the winding up. The cases of *Re Chic (Limited)* (1905, 2 Ch. 345) and *Re Alfred Melsom & Co. (Limited)* (1906, 1 Ch. 841) indicate that this rule is no longer in force, and in *Re Wrigglestone Coal Co.* (1906, 2 Ch. 327) the Court of Appeal supported a winding-up order for the purpose of conferring on unsecured creditors the right of being heard in the debenture-holders' action. The first part of the treatise, which has been revised by the inclusion of these and other recent authorities, explains in Book I. the commencement of the winding up and the appointment of the liquidator; Book II. treats of the conduct of the winding up, including under the proving of debts a useful epitome of the extent to which section 10 of the Judicature Act, 1875, has introduced the bankruptcy rules into winding up. The second part sets out the sections of the Companies Acts relating to winding up, with the Winding-up Rules of 1903, and the forms under the rules.

### Constitutional Law.

AN EPITOME OF CONSTITUTIONAL LAW AND CASES. By W. H. HASTINGS KELKE, M.A., Barrister-at-Law. Sweet & Maxwell (Limited).

This work professes to be founded on Broom's Constitutional Law, and the author acknowledges his indebtedness also to the works of Professor Dicey and Sir William Anson. It is, however, no mere epitome of previous treatises, but an independent statement of constitutional principles and authorities, and the clearness with which the essential points of the constitution are seen and expounded make the book at once interesting to the general reader and useful to the student. The first two chapters explain the position of the Government, with the Crown as its titular head, and *Isaacson v. Durant* (17 Q. B. D.

54) is quoted as regulating the true nature of allegiance to the king at the present time. The next three chapters deal with the rights of the subject—personal liberty, property, observance of laws. In regard to these the subservience of the bench in bygone days has had to be corrected by statute, and the salient features of the process are well brought out. The following chapters define the functions of the executive, and the relation between the executive and the subject, and include a concise and lucid statement of the position of the military when called in to assist the civil power as expounded in the report of the Featherstone Commission. The book concludes with chapters on Parliament and the Colonial Constitutions. The author has accomplished a task by no means easy with marked success.

### Licensing Law.

THE LICENSING ACTS. By the late JAMES PATERSON, Barrister-at-Law. BEING THE LICENSING ACTS, 1828 TO 1906, TOGETHER WITH ALL RELATIVE EXCISE, INLAND REVENUE, INNKEEPERS, SUNDAY CLOSING, AND GROGGING ACTS, WITH NOTES; AND THE LAW RELATING TO CLUBS, THEATRES, MUSIC AND DANCING, RACECOURSES, BILLIARDS, COMPENSATION, COVENANTS, CONTRACTS OF SALE OF LICENSED PREMISES, AND RATES AND TAXES ON LICENSED PROPERTY; AND FORMS. By WILLIAM W. MACKENZIE, Barrister-at-Law. EIGHTEENTH EDITION. Butterworth & Co.; Shaw & Sons.

It is little more than a year since the 17th edition of "Paterson" was published, and here we have the 18th edition of what is one of the most popular and best established of text-books. The book seems to include everything of importance up to the end of 1906, including the Licensing Act, 1906, which apparently became law while the edition was in the press, as it is omitted from the Table of Statutes. That Act was passed to remedy the awkward state of things which came about in consequence of the decision in *Re v. Justices of Leeds* (70 J. P. 517), and it provides that where any power may be exercised under the Licensing Acts by the justices of a borough, such power may be exercised by a majority of the justices present at a meeting called for that purpose. The case mentioned had decided that it was necessary in some cases that such a power should be exercised by a majority of the whole of the qualified justices. This short Act is the only legislative addition of the year to the law, but there are a number of important cases on compensation and on the compensation authority. All seem to be noticed with the care and accuracy which we are accustomed to in "Paterson." The new edition seems to be quite up to the high level of previous editions, and there is no doubt it will maintain, or increase, the reputation of the work.

### Justices' Manual.

STONE'S JUSTICES' MANUAL: BEING THE YEARLY JUSTICES' PRACTICES FOR 1907. WITH TABLE OF STATUTES, TABLE OF CASES, APPENDIX OF FORMS, AND TABLE OF PUNISHMENTS. THIRTY-NINTH EDITION. Edited by J. R. ROBERTS, Solicitor. Shaw & Sons; Butterworth & Co.

The year 1906 produced some twenty Acts of Parliament which more or less closely affect the jurisdiction of justices of the peace. This is nothing new. Every year seems to add to the immense mass of business which is laid upon the courts of summary jurisdiction of the country; and every year a large number of cases are decided by the High Court defining the jurisdiction of justices and interpreting the law as administered by them. Last year we had an Act which actually affects the position of the justices themselves; for the Justices of the Peace Act, 1906 (6 Ed. 7, c. 16), abolishes the estate qualification of county justices, and also removes the disability which prevented a solicitor from being appointed a magistrate for the county in which he practises.

It is therefore clear that frequent new editions of "Stone" are required by all who practise in courts of summary jurisdiction; that it is important for such practitioners to have a work absolutely up to date. For many years "Stone" has by annual editions admirably supplied these requirements and has won a place amongst text-books in which it has no rival. This latest edition is well up to the high mark of former editions and can be with great confidence recommended to the profession.

### The Law of Contract.

ELEMENTS OF THE LAW OF CONTRACT. By A. T. CARTER, Barrister-at-Law, one of the Readers to the Inns of Court. SECOND EDITION. Sweet & Maxwell (Limited).

Mr. Carter has managed to compress a great deal of matter into this short statement of the law of contract, and the student should be able to carry away from its perusal a clear and orderly outline of the subject. On such subjects as the formation of the contract by offer and acceptance, and compliance with the requirements of the Statute



of Frauds, the essential points are well brought out, and are supported by apt illustrations taken from the cases. In the chapter dealing with capacity, the position of a married woman in regard to her contracts, and the liability which may be imposed on the husband, are clearly explained, and similar treatment is accorded to the assignment of contracts and to the question of negotiability. The clearness with which Mr. Carter states and illustrates the leading propositions is a conspicuous feature of his book, and it can be safely recommended to students.

### Books of the Week.

The Revised Table A: being the Regulations of Companies Limited by Shares, as Sanctioned by the Board of Trade in 1906. With Notes and Comments. By PAUL F. SIMONSON, M.A. (Oxon.). Effingham Wilson; Sweet & Maxwell (Limited).

Where to Find Your Law: being a Discursive Bibliographical Essay upon the Various Divisions and Sub-divisions of the Law of England, and the Statutes, Reports of Cases, and Text-books containing such Law. With Appendices for Facilitating Reference to all Statutes and Reports of Cases, and with a Full Index. By ERNEST ARTHUR JELF, M.A., Barrister-at-Law. Third Edition. Horace Cox.

The Workmen's Compensation Act, 1906, with Explanatory Notes and Decided Cases. By HENRY LYNN, Barrister-at-Law. Jordan & Sons (Limited).

The International Genealogical Directory, 1907. Chas. A. Bernau.

Guide to Church Law. By A Solicitor. Horace Cox.

American Law Review, May-June, 1907. Editors: CHARLES E. GRINNELL, Boston; HANNIS TAYLOR, Washington. Reeves & Turner.

## CASES OF THE WEEK.

### House of Lords.

NICHOLSON v. PIPER. 18th June.

EMPLOYER AND WORKMAN—INJURY BY ACCIDENT—COMPENSATION—WEEKLY PAYMENTS ENDED BY ORDER OF ARBITRATOR—APPLICATION TO REVIEW—POWER OF ARBITRATOR TO REVIEW—RES JUDICATA—WORKMEN'S COMPENSATION ACT, 1897.

On the application of the defendant to review and terminate an award made in favour of a workman, on the ground that the workman was no longer incapacitated from work, the county court judge ordered that the weekly payments made under the award should end. The workman returned to work, but some time afterwards the wound in his foot again gave pain, and he was unable to work.

Held, that there was no power to open afresh the question of the master's liability to pay compensation for the accident the workman had met with while in his employ, although new circumstances had arisen, because the order of the county court judge was in such a form that the question of liability was res judicata.

Per Lord Halsbury.—The workman might at the time have appealed against the form of the order made by the county court judge.

Seemingly, the legal effect of the practice of keeping alive an award by the payment of a nominal sum a week held doubtful.

This was an appeal by a labourer who had met with an accident to his foot while working for the respondent Piper, who was a barge builder. The accident occurred in 1904 and due notice of the claim for compensation was given and an agreement registered under which the respondent paid to the appellant 15s. per week as compensation under the Workmen's Compensation Act, 1897. In September, 1905, the respondent demanded an arbitration under the provisions of the Act for the review and termination of the weekly payments. The review came on before His Honour Judge Addison, K.C., and as the medical evidence called on each side as to the man's capacity for work again was contradictory, he ordered the matter to go before a medical referee appointed by the Secretary of State for the purposes of the Act. The appellant duly attended before the medical referee, who reported that "he considered the man was quite able to go to work as an unskilled labourer." No evidence was adduced by the respondent on the hearing of the arbitration to shew whether or not the incapacity of the appellant was likely to recur, nor did the report of the medical referee deal with that question. On that report the judge made the following order: "I order that the agreement come to between John Francis Nicholson, the workman, and James Richard Piper, the employer, on the 1st day of February, 1904, and duly recorded in this court on the 2nd day of December, 1904, be this day terminated, and that the weekly payments to the workman thereunder be ended accordingly." Nicholson started work, but after three months or so his injured foot again became very painful. He was admitted into hospital, and had not been able to do any work since. In these circumstances he demanded an arbitration to review the order made by Judge Addison. His application came before the deputy county court judge, and he held that the award made by Judge Addison was final. On appeal, the Court of Appeal expressed the opinion that there was no power to open afresh the question of the respondent's liability to pay further compensation for the accident. Nicholson then appealed.

The Earl of Halsbury, in moving that the appeal should be dismissed, said the workman had applied to have reviewed an award on the ground that new circumstances had arisen, and therefore the arbitrator had power to review the order staying compensation. It was said by the respondent's counsel that the county court judge had by that order ended the whole matter. The county court judge, if he had liked, might have followed the practice which had sprung up of keeping the master's liability alive by granting in place of the 15s. a week a nominal payment of one penny or 1s. a week. But he had not done this. It would no doubt have been competent for the workman to have appealed then against the final form in which the order was made. But the workman had not done so. The order of the learned judge ended the matter, and all he could say was that the words "come to an end" mean "come to an end." He desired, as the question was not before them, to express no opinion on the legal effect of the practice which had grown up of keeping an award alive by a small weekly payment.

Lords JAMES of HERFORD, ROBERTSON, and ATKINSON concurred. Appeal dismissed with costs.—COUNSEL, Montague Sherman, K.C., and Edmund Brown; Horridge, K.C., and W. Shakespeare. SOLICITORS, Pattinson & Brewer; William Hurd & Son.

[Reported by HARRIS REID, Barrister-at-Law.]

## Court of Appeal.

DOUGLAS v. SMITH. No. 2. 14th June.

ELECTION LAW—REGISTRATION—HOUSEHOLD QUALIFICATION—PART OF HOUSE—"INHABITANT OCCUPIER OR LODGER"—RESIDENT LANDLORD—REPRESENTATION OF THE PEOPLE ACT, 1867 (30 & 31 VICT. c. 102), ss. 3, 4, 61—PARLIAMENTARY AND MUNICIPAL REGISTRATION ACT, 1878 (41 & 42 VICT. c. 26), ss. 5, 28 (10) (11).

On an objection to a voter being put on the list as an occupier, the revising barrister found (1) that the house, part of which was alleged to be separately occupied as a dwelling, was an ordinary dwelling-house; (2) that the immediate landlord resided in the house; (3) that such landlord was rated for the entire house as a separate tenement. The revising barrister held that these facts were *prima facie* proof of the objection within section 28 (10) of the Parliamentary and Municipal Registration Act, 1878.

Held, that the revising barrister was justified in coming to this conclusion and that on these findings of fact the onus of proof was shifted and thrown on the person claiming the vote.

Decision of the Divisional Court (ante, p. 48) affirmed.

This was an appeal from the decision of Lord Alverstone, C.J., and Ridley and Darling, JJ., in what is known as "the latchkey case" (reported ante, p. 48). The facts were as follows: The matter came before the Divisional Court on a case stated by Mr. Campbell, the revising barrister for the borough of Hackney. It was contended on behalf of Henry Douglas that his name ought to be retained on the list of persons entitled to be registered as parliamentary electors for the borough of Hackney, notwithstanding a notice of objection. The grounds stated in the notice of objection were as follows: (1) That you have not occupied the qualifying premises as owner or tenant for twelve months immediately preceding the 15th of July in this year. (4) That for twelve months immediately preceding the 15th of July in this year you have not been the inhabitant occupier of a dwelling-house in the premises specified in the list issued by the town clerk. (5) That within such period you were a lodger in apartments in a dwelling-house; that such apartments were not occupied by you free of any control of the landlord, and were not separately rated or rateable as for an occupier. The name of Henry Douglas had been placed on the list by the town clerk on information obtained by him in answer to inquiries which he had made in consequence of what he understood to be the effect of the decision of the Court of Appeal in *Kent v. Pittall* (1906, 1 K. B. 60), and had been so placed as the name of a person entitled to be on the list as a tenant occupier of a dwelling-house being part of a house, such part being separately occupied (by that person) as a dwelling-house within the meaning of the Representation of the People Act, 1867, and the Parliamentary and Municipal Registration Act, 1878. The revising barrister found as facts: (1) That the house, part of which was alleged to be separately occupied as a dwelling, was itself a house of the description known as an ordinary dwelling-house; (2) that the immediate landlord to whom the person in question paid rent resided in the house; (3) that such landlord was rated for the entire house as a separate tenement. It was submitted in support of the objection that these facts were *prima facie* proof of the ground of objection within the meaning of section 28 of the Parliamentary and Municipal Registration Act, 1878. After hearing arguments, the revising barrister decided that the facts so appearing were *prima facie* proof of the ground of objection, viz. that the person in question was not an inhabitant occupier as tenant of a dwelling-house within the meaning of the Acts, but that he had merely occupied the premises as lodger. To rebut the objection, a paper, marked B, was produced signed by Douglas, the person alleged to be a tenant occupier, and by the resident landlord, and it was contended that this was sufficient to rebut the *prima facie* proof afforded by the facts above mentioned. The claimant did not tender any further evidence. The document tendered contained the following printed questions with the answers to them, signed by Douglas. It was also signed by the landlord: Q. How long here? A. Since November, 1895.—Q. How many rooms, furnished or unfurnished? A. Five rooms, unfurnished.—Q. Has the landlord any right of entry to your rooms? A. No.—Q. Have you

keys, and can you lock up the rooms? A. Yes.—Q. Have you a key to the street door, and can you come in when you like? A. Yes.—Q. Has the landlord any control whatever over your rooms? A. No. The revising barrister decided that the document B was not sufficient to rebut the *prima facie* proof afforded by the facts which he had found. He accordingly allowed the objection and expunged the name of H. Douglas from the list. A claim had also been made by Douglas for a lodger's vote. This, in the opinion of the revising barrister, strengthened to some extent the *prima facie* proof afforded by the findings of fact, but he held that those findings in fact were sufficient *prima facie* evidence. From this decision Douglas appealed. During the arguments in the High Court upon the case stated by the revising barrister, who was present, the court requested him to state whether he found the facts stated in document B proved. The revising barrister, in reply to the court, stated orally that he did not intend to find that the facts so stated were proved. The Divisional Court dismissed the appeal. Douglas now appealed to the Court of Appeal.

THE COURT (COZENS-HARDY, M.R., BARNES, P., and KENNEDY, L.J.) dismissed the appeal.

COZENS-HARDY, M.R.—This appeal has been supported by an able and forcible argument. I recognize the importance of the case with regard to a large class of voters, and if I had felt any doubt as to the accuracy of the judgment of the court below I would have called on counsel for the respondent, but the case seems to me to be a very clear and plain one. The facts may be stated shortly: Douglas had been put on the list of voters as an occupier. Notice of objection was served on him, not by the overseers, but by another person who was qualified to object. The objection, so far as material, was in these terms. [His lordship read the objection, as stated above, and continued:] That being the state of things, the position as defined by sub-section 10 of section 28 of the Parliamentary and Municipal Registration Act, 1878, was that the objector had to give *prima facie* proof of the grounds of his objection. If the words "*prima facie* proof" had stood alone, no doubt that would have involved the giving of such proof as according to the law of England would be regarded as satisfactory evidence of the issue which lay on the objector; but the Act went on to say: "The *prima facie* proof shall be deemed to be given by the objector if it is shown to the satisfaction of the revising barrister, by evidence, repute, or otherwise, that there is reasonable ground for believing that the objection is well-founded." What took place in the present case was that the revising barrister had found as facts (1) that the house, part of which was alleged to be separately occupied as a dwelling, was itself a house of the description known as an ordinary dwelling-house; (2) that the immediate landlord to whom the person in question paid rent resided in the house; (3) that such landlord was rated for the entire house as a separate tenement. On those facts it was submitted by the objector that those facts were *prima facie* proof within the section. In my judgment that was a conclusion which it was perfectly open to the revising barrister to reach. It has been argued that *Kent v. Pittall* (1906, 1 K. B. 60) is decisive of the present case. I think that it is decisive of the present case, but decisive in exactly the opposite sense to that which has been argued on behalf of the appellant. In my opinion a passage in the judgment of Collins, M.R., in that case expresses the view of the law applicable to a case like the present. It had been thought, prior to that case, that the fact of the landlord's residing in and being separately rated in respect of a house was conclusive proof that another person residing in that house could not be put on the list of voters as an occupier. The Court of Appeal there decided that that fact was not conclusive proof. The findings of fact by the revising barrister in that case justified the conclusion that the claimant was an occupier within the meaning of the Representation of the People Act, 1867, notwithstanding the fact that his landlord lived in the same house; but Lord Collins said: "It is not disputed that in dealing with the occupation of part of a dwelling-house, if the landlord is living in the house, that fact creates a presumption that the occupation of the other part is that of a lodger rather than that of an inhabitant occupier. But while that is the inference that may be drawn, it is not a necessary inference of law, and there is no authority that it is to be treated as conclusive." In the face of that observation, with which, even if it be a *dictum*, I desire to express my entire agreement, it is not open for us to say that the revising barrister was wrong in holding that the facts which he had found were a reasonable ground for saying that the objection was well founded. I will only mention, in passing, the fact that the revising barrister had before him the statutory declaration in which the appellant claimed to be qualified as a lodger. In these circumstances I think that sub-section 11 of section 28 of the Parliamentary and Municipal Registration Act, 1878, came into operation, and it was for the appellant to prove the facts necessary to establish his right to be inserted in the list of occupying voters. In fact, the onus of proof was shifted. It has been argued, though faintly, that this onus was discharged by the production of the document marked B. I do not think we ought to admit that argument after what took place in the court below. It must not be forgotten that the revising barrister stands in a very peculiar position. By section 65 of the Parliamentary Registration Act, 1843, "No appeal or notice of appeal under this Act shall be received or allowed against any decision of any revising barrister upon any question of fact only, or upon the admissibility or effect of any evidence or admission adduced or made in any case to establish any matter of fact only." For these reasons, which are substantially those of the Divisional Court, I think that this appeal fails, and must be dismissed with costs.

BARNES, P., and KENNEDY, L.J., agreed.—COUNSEL, Danckwerts, K.C., and J. A. Johnston; Lewis Coward, K.C., and W. H. Clay. SOLICITORS, Radford & Frankland; W. H. Bishop.

[Reported by J. I. Stirling, Barrister-at-Law.]

## High Court—Chancery Division.

Re GASSIOT (DECEASED). BROUGHAM v. ROSE-GASSIOT.  
Warrington, J. 30th May.

WILL—CONSTRUCTION—MARRIED DAUGHTER "TO RETAIN" NAME OF TESTATOR—FORFEITURE CLAUSE—VALIDITY.

A testator directed that in the event of any of his daughters marrying, such daughter should retain the name of G. as an addition to the surname of her husband, and in the event of her failing to do so she should forfeit all benefits under the will.

Held, that, without further directions as to the manner in which the surname should be used, the forfeiture clause was void for uncertainty.

Summons. Sebastian Gassiot, by his last will, dated the 18th of July, 1901, after bequeathing certain specific and general legacies, gave, devised, and bequeathed unto his trustees all his residuary real and personal estate upon trust for his widow during widowhood, and after her death or second marriage upon trust for his three daughters for life with remainder to their children, and the will then provided: "And I hereby declare that it is my desire and intention that in the event of any of my said daughters marrying, such daughter shall retain the name of Gassiot as an addition to the surname of the husband, and in the event of any or either of my said daughters marrying and failing to retain the name of Gassiot as an addition to the surname of her husband, such daughter and her issue shall forfeit all benefits, including any accretions under the trusts of this my will." The testator died on the 8th of July, 1902, leaving him surviving his widow and three daughters. One of the daughters was married on the 5th day of March, 1907, to Ivor St. Croix Rose. Since the marriage the name Rose-Gassiot had been used. An originating summons was taken out by the trustees of the will of the testator asking the court to give directions as to the manner in which the name "Gassiot" should be used by a married daughter.

WARRINGTON, J., in giving judgment, said that he was of opinion that the condition in the will of the testator was void for uncertainty. The direction "to retain the name of Gassiot" without expressing in what manner this should be done was so vague that his lordship must hold the forfeiture clause to be void for uncertainty.—COUNSEL, Austen Cartmell; E. Ford; H. Terrell, K.C., and P. Williams; Stokes. SOLICITORS, Hill, Son, & Rickards.

[Reported by LEONARD T. FORD, Barrister-at-Law.]

CAPELL v. WINTER. Parker, J. 3rd and 14th June.

PRIORITY—WILL—TRUST FOR SALE—BREACH OF TRUST—CONFLICTING EQUITIES—PRIORITY IN TIME.

C., a trustee for sale, conveyed trust property to M., as security for money owing by C. to M., without receiving the purchase-money. The indenture of conveyance contained the usual receipt clause. M., having notice of the breach of trust, deposited the indenture with B., charging the property in B.'s favour. B. had no notice of the breach of trust and did not know that no purchase-money had been paid.

Held, that as the rival equities of the beneficiaries under the trust and of B. were not superior to one another in any respect save that of priority in time, the equity of the beneficiaries must prevail on that ground.

Trial of action. In September, 1904, J. P. Capell, a trustee holding property on trust for sale under a will, executed an indenture by which a part of the trust estate was conveyed to one Melsome (to whom J. P. Capell owed money on promissory notes), ostensibly on a sale for £2,000, the usual receipt for purchase-money being embodied in the indenture, but in fact no money at all was actually paid over. The indenture was to be held by Melsome as additional security, and he agreed only to make use of it in the event of the promissory notes not being honoured. He himself had notice of the breach of trust involved in the transaction; and, although he could not himself uphold it as against the beneficiaries under the trust of the will, he deposited the indenture with one Bellis in April, 1905, at the same time charging the property purported to be conveyed with payment of £1,000 to Bellis. The position of Bellis in the matter was such that he had an equity equal to that of the beneficiaries under the will, inasmuch as he did not know that the £2,000 purchase-money had not in fact been paid, and had no notice, either actual or constructive, of the breach of trust. In January, 1905, Ann Capell became trustee with J. P. Capell. On Melsome becoming bankrupt in October, 1905, Winter was appointed to be trustee in his bankruptcy, and the property at Weston-super-Mare was, in pursuance of an order in the bankruptcy, sold, one Bodenham being the purchaser. In 1906 Ernest Jones-Bateman became a trustee in the place of J. P. Capell, and this action was commenced by him and his co-trustee, Ann Capell, and the beneficiaries under the trusts of the will, against Winter, J. P. Capell, Bellis, and Bodenham. The question to be decided was whether the beneficiaries under the will or Bellis had the better equity.

PARKER, J., said that if the two equities were in other respects equal, that of the beneficiaries would prevail, as being prior in point of time. It had, however, been contended that the equity of Bellis was the better, inasmuch as, in view of the case of *Lloyds Bank v. Bullock* (1896, 2 Ch. 192), the equitable mortgage of Bellis was to be preferred



to the equity of the beneficiaries, the latter being merely an equity to enforce their trustee's lien for unpaid purchase-money. It was true that if a vendor executed a conveyance embodying a proper receipt for purchase-money, and handed it to the purchaser, and the purchaser deposited it with an equitable mortgagee without notice of the vendor's lien, the equity of such mortgagee might be preferred to the vendor's lien for unpaid purchase-money, inasmuch as he had possession of the conveyance. In view of sections 54 and 55 of the Conveyancing Act, 1881, this was the effect of the decision in the case of *Rice v. Rice* (2 Dr. 73). The case of *Lloyds Bank v. Bullock* decided that where the vendor was a trustee with power of sale the beneficiaries were, with regard to enforcing the vendor's lien, in no better position than the trustee himself. In this case, however, the equity of the beneficiaries was not a right to enforce a vendor's lien, for here there was no contract of sale and purchase, and thus, even as between Capell and Melsome, no lien existed. In the case of *Lloyds Bank v. Bullock* the beneficiaries were asserting the lien of the vendor-trustee, who had entered into a real contract of sale and purchase, but in this case the equity of the beneficiaries was to have the land sold and the proceeds distributed according to the will. It had been suggested that the principle underlying *Rice v. Rice* and *Lloyds Bank v. Bullock* was that a vendor who, since the Conveyancing Act, 1881, had given a receipt embodied in the conveyance, was estopped, as against an equitable estate subsequently acquired without notice, from saying that the purchase-money had not in fact been paid, and that he would be similarly estopped from asserting that the transaction was not really one of purchase and sale, and that the beneficiaries were not in any better position. But his lordship did not think that the decisions in *Rice v. Rice* and *Lloyds Bank v. Bullock* rested on the principle of estoppel. In *Rice v. Rice* the Vice-Chancellor decided that the incumbrancer had the better equity, because he was in possession of a title-deed containing the indorsed receipt, which did not put him upon inquiry, whilst the vendor, having parted with such deed, could not equitably rely on the priority of his lien in respect of time. *Lloyds Bank v. Bullock* decided two further points, viz. that, since the Conveyancing Act, the absence of an indorsed receipt, where there was a receipt embodied in the deed, did not put a purchaser upon inquiry as it would have done previous to the Conveyancing Act; and that, in the case of a vendor being a trustee with a power of sale, the beneficiaries were in no better position in respect of enforcing a vendor's lien than the vendor himself. The decision had not rested on the principle of estoppel. The present case, therefore, was not within the principle of *Lloyds Bank v. Bullock*, and as it was impossible to find that the rival equities were superior to one another in any respect other than that of priority in time, priority in time must govern the decision, and the equity of the beneficiaries must be held to prevail.—COUNSEL, *M. Romer, K.C., and Geo. Lawrence; Buckmaster, K.C., and Christopher James. SOLICITORS, Meredith, Roberts, & Mills, for Baker & Co., Weston-super-Mare; Ford & Ford, for Wansbrough, Dickinson, Robinson, & Taylor, Bristol.*

[Reported by F. HARDISON DALSTON, Barrister-at-Law.]

## High Court—King's Bench Division.

THE KING v. THE GOVERNOR OF BRISTON PRISON. *Ex parte GUERIN.* Div. Court. 14th June.

EXTRADITION—CLAIM BY FRENCH GOVERNMENT—ORDER MADE BY MAGISTRATE—PLEA RAISED BY PRISONER THAT HE WAS BORN OF BRITISH PARENTS—ONUS ON CROWN TO PROVE THAT PRISONER'S FATHER HAD BY RESIDENCE ABROAD LOST HIS BRITISH NATIONALITY—HABEAS CORPUS—EXTRADITION ACT, 1870.

The applicant for a rule nisi for a habeas corpus had been sentenced by a French court and sent to a penal settlement on the coast of French Guiana. He escaped and got to England. On an application by the French Government a magistrate ordered his extradition. The prisoner, in resisting the order for extradition, pleaded he was the son of British parents, and obtained a rule nisi for habeas corpus. The rule came on for argument.

Held, that the onus was on the Crown to show that the prisoner's father had abandoned or lost his nationality by residence abroad, and there being no satisfactory evidence to that effect, the prisoner's plea was a good defence, and he must be discharged.

Rule nisi for a habeas corpus obtained on behalf of one Edmund Guerin, who had been committed for extradition to France in order that he might serve the remainder of a sentence of penal servitude for life in the French penal settlement known as Devil's Island, in French Guiana. Counsel in support of the rule said the prisoner, after the sentence of penal servitude had commenced, had escaped from the island and reached America, from whence he came to this country. He was arrested here in April of last year at the instance of the French authorities, and the two points taken were that the prisoner was a British-born subject and therefore not liable to extradition; and secondly, on the technical ground that some of the requisites necessary to justify the magistrate's order had not been complied with. The material evidence offered in support of the prisoner's case was (1) that the prisoner's father was a natural born British subject born in Ireland, (2) that although his parents went to America and lived there his father never became a naturalised citizen of the United States. As the prisoner's case was that he was the son of a natural born British subject the onus was on the Crown to shew that he had changed his nationality,

and there was no evidence that he ever did change it. A mass of evidence taken in Chicago was read proving that the prisoner's father had always said he was British-born and a "Britisher," and had on that ground refused to vote at elections in Chicago or accept any office from the successful candidate. The Attorney-General appeared for the Crown in support of the magistrate's order. He said after the evidence he must admit that the prisoner's father had never lost his British nationality. Other points having been argued,

LORD ALVERSTONE, C.J., in giving judgment, said it rested with the Crown to prove the American naturalisation of the prisoner's father, and as there was not satisfactory proof to the contrary, the prisoner must be deemed a British subject. Did that fact being established entitle him to his discharge? The court must hold that the powers of extradition were limited by the clause in the treaty in favour of British subjects, and this rule must be made absolute.

DARLING and A. T. LAWRENCE, JJ., agreed, and the rule was accordingly made absolute on that ground.—COUNSEL, *Muir; Sir Robert Finlay, K.C., and Rowlett. SOLICITORS, W. T. Ricketts & Son; Director of Public Prosecutions.*

[Reported by BARKIN REID, Barrister-at-Law.]

GLENIE v. TUCKER AND BRUCE SMITH. A. T. Lawrence, J. 16th May; 11th June.

BILL OF EXCHANGE—INDORSEMENT—INCOMPLETE BILL—BILLS OF EXCHANGE ACT, 1882, ss. 55 AND 56.

By an agreement to be implied from a course of dealings between the parties extending over some years, bills of exchange were accepted by the defendant Tucker indorsed by one Smith and handed back to the plaintiff (the drawer) as security for pigs sold by the plaintiff to the defendant. In each case the acceptance by Tucker and the indorsement by Smith were placed upon a blank bill form and handed to the plaintiff for the purpose of getting it filled up as a bill of exchange. The bills in question in this case were so made. They were not met at maturity, and an action was brought under order 14. The question was whether the plaintiff, as the drawer of the bills, could recover against the defendant.

Held, following *Williams v. Unwin* (7 Q. B. D. 636), that the plaintiff was not precluded from suing the defendant on the ground of circuity of action, and was entitled to judgment for the amount of the bills.

*Jenkins & Son v. Coomber* (1898, 2 Q. B. 168) explained and distinguished.

This was a claim by the executors of the plaintiff, Charles Glenie, as the holders of two bills of exchange, against Tucker, the acceptor, and Bruce Smith, an indorser thereof for £151 balance due and interest. In 1903 Tucker, who was a farmer, was in financial difficulties, and was indebted to Smith, his landlord, for rent. Charles Glenie had for some years had transactions with Tucker in pigs, Tucker's farm being what he called a pig farm. In consequence of Tucker being unable to pay for some pigs he had bought from Glenie, it was suggested to Tucker that the defendant Smith should back a bill for the price of the pigs. One of the plaintiffs on behalf of his father saw Smith and asked him whether he was prepared to become responsible for the price of the pigs to be delivered to Tucker. The defendant said that he was, and expressed great confidence in Tucker's future success. The bill then given was duly met, and from 1903 to 1906 many transactions took place upon this footing. In each case the acceptance by Tucker and the indorsement by Smith were placed on a blank bill form. This form was then handed to Glenie for the purpose of his getting it filled up as a bill of exchange. These bills until 1906 were duly met, and no question arose upon them. In September, 1906, the two bills now in question were so given. The one was filled up for £91 9s. and the other for £124 11s. Smith had notice that the bills would not be met by Tucker, and immediately afterwards that they had not been met. The action was then brought under order 14, and after argument judgment was reserved.

A. T. LAWRENCE, J., in giving judgment, said it was urged that Glenie, being the drawer of the bill, could not sue the defendant Smith as indorser; but he thought that as the bills were indorsed in pursuance of an agreement come to in 1903, on which a course of business had sprung up and were made out with the defendant's authority, he could not set up this defence. As to the bill for £91 9s., the case of *Wilkinson v. Unwin* (7 Q. B. D. 635) was directly in point. The bill, on inspection, would appear to have been indorsed by Glenie to the defendant Smith and re-indorsed by him to the deceased. Smith could not set up the defence of circuity of action, for there was no consideration for any indorsement by deceased to him, and there never was in fact a time at which he could have sued deceased upon this bill. In the case of both bills the facts differed materially from those of *Steele v. McKinley* (5 App. Cas. 754). Here the defendant did agree to become liable for the price of the pigs. It was urged that the bill, having been indorsed in blank, was invalid, but in his lordship's opinion the defendant was estopped from setting up this defence. The foundation of the whole of the transaction was the agreement to be responsible for the price of the pigs delivered upon the farm. Smith appeared to have taken advantage of the loose manner in which the deceased, who appeared to have been an unskilled person, completed the documents, and the case was similar to *Matthews v. Blossome* (33 L. J. Q. B. 209). To use the words of Lord Blackburn in *Steele v. McKinley* (*supra*), "the bill was drawn up in its actual form by blunder." The defendant authorized a good bill to be filled up giving the deceased authority for the price of the pigs. The deceased duly delivered the pigs, a matter which he understood, but drew up the bill in a form which was a blunder, and which gave rise to this action. The bill for £124 11s. must be read with the other as though indorsed to the defendant Smith by drawer and re-indorsed by the defendant to deceased for value received in the shape of pigs sold to the farm pursuant to his request. He thought the case of *Jenkins & Son v. Coomber* (1898, 2 Q. B. 168), relied on by the defendant, did not apply, as the facts were different. Judgment must

therefore be entered for the plaintiffs, and with costs.—COUNSEL, *Ernest Todd*; *E. A. Harvey*. SOLICITORS, *Woodbridge & Sons*; *Swann, Bradley, & Co.*  
[Reported by *ERSKINE REID*, Barrister-at-Law.]

## Probate, Divorce, and Admiralty Division.

JEFFRIES v. JEFFRIES. 10th June.

DIVORCE—PRODUCTION OF BOOKS—ORDER—NON-COMPLIANCE—MOTION TO ATTACH—CONDUCT MONEY.

Where a respondent was ordered to produce books relating to his income at his place of business for inspection by the petitioner's solicitor, on motion to attach for non-compliance with the order, it was

Held, by Bucknill, J., distinguishing *Townend v. Townend* (21 T. L. Rep. 657) and *In the Goods of Hester Harvey* (51 SOLICITORS' JOURNAL, 357), that he was not entitled to conduct money to appear on the hearing of the motion.

Motion to attach the respondent, George Lincoln Jeffries, of Birmingham, for disobedience to an order made by Registrar Inderwick on the 16th of August, 1906, which directed him to produce to his wife's solicitors "all books, documents, &c., relating to his capital and income for the past three years (saving all just exceptions)." Owing to non-compliance with the order the matter came before Gorell Barnes, P., on the 18th of March last, the respondent then being ordered to give inspection on the 25th of March. No inspection was given, as the respondent objected to the chartered accountant selected by his wife's advisers. On the 4th of June the application to attach the respondent was renewed, but adjourned for a week to give him a further opportunity to make compliance. On the 7th of June the wife's solicitor and an accountant attended at the office of Lincoln Jeffries & Co. (Limited) in Birmingham. The latter gentleman subsequently made an affidavit to the effect that on the day in question the respondent was not present, nor anyone that could give information concerning the eight books produced, which only covered a period extending from 1887 to the 19th of September, 1904. The deponent also stated that he was informed that all the other books had been disposed of to the limited company, which was registered on the 15th of September, 1906. On behalf of the respondent it was submitted that the motion must fail, as no conduct money had been paid to the respondent, who was entitled to appear at the cost of the party applying to the court. Reliance was placed on *Townend v. Townend* (21 T. L. Rep. 657) and *In the Goods of Hester Harvey* (51 SOLICITORS' JOURNAL 357), which distinguished *In the Goods of Wyatt* (46 W. R. 425); and that, under the authority of *Taylor v. Roe* (68 L. T. 213), a party was entitled to take advantage of objections, notwithstanding that he had answered affidavits and appeared by counsel. Further, it was submitted that there was no proof that there were any other books kept by the respondent after September, 1904.

BUCKNILL, J., said that as regards the first contention he did not consider the cases of *Townend v. Townend* and *In the Goods of Hester Harvey* were in point or binding upon him. In the present case the respondent had not been ordered to attend in court, either to produce a document or for cross-examination, but to give inspection of his books in Birmingham. But he agreed as to the second contention, for before the court exercised the power of sending a person to prison it must be satisfied that every preliminary step had been complied with. The motion must stand over to allow of the cross-examination of the respondent before one of the registrars, and the respondent must also pay all his wife's costs up to date seven days after taxation.—COUNSEL, *Willock*; *Cotes-Predy*. SOLICITORS, *Judge & Priestly*, for P. Baker & Co., Birmingham; F. Hooper, Handsworth.

[Reported by *DIEST COTES-PREDY*, Barrister-at-Law.]

## Bankruptcy Cases.

Re A DEBTOR. Ex parte THE PETITIONING CREDITOR.

Bigham and Sutton, JJ. 17th June.

BANKRUPTCY—PETITIONING CREDITOR'S DEBT—PETITION BASED ON JUDGMENT IN ACTION IN DETINUE—RETURN OF CHATTEL DETAINED AFTER ACT OF BANKRUPTCY—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), s. 6, SUB-SECTION 1 (A).

Where the petitioning creditor has obtained judgment in an action in detinue for the return of a chattel forthwith, or its value, the debtor cannot defeat the creditor's right to a receiving order by returning the chattel after the completion of an act of bankruptcy.

Appeal from a decision of the registrar of the county court at York refusing to make a receiving order. The debtor had won a challenge cup, the property of a club, for two years. According to the rules of the club it was only to become the winner's property upon his winning it for three years. The debtor, however, maintained that it became his property upon his having won it for two years, treated it as his own property, and presented it to a club in South Africa. The petitioning creditor, acting on behalf of the club which owned the challenge cup, brought an action against the debtor for the return of the cup, or £50, its value, and damages for detention. The case was heard in the county court at York, on the 8th of January, 1907, when judgment was given ordering the debtor to return the cup "forthwith" or to pay £50, its value, and £5 ss. damages for detention, and £30 10s. 6d. costs. The debtor did not return the cup "forthwith," so on the 11th of February the creditor

issued a bankruptcy notice for £85 15s. 6d. Substituted service of the bankruptcy notice was effected and the act of bankruptcy became complete upon 7th of March. A petition was presented on the 22nd of March, returnable on the 16th of April. On the 9th of April the debtor's solicitors telegraphed to the petitioning creditor to the effect that their client had instructed them to offer to return the cup forthwith if the petitioning creditor would accept it in full satisfaction of the judgment including the costs. The petitioning creditor refused. On the 11th of April the debtor's solicitors deposited the cup without its case or ebony stand at the offices of the solicitors to the petitioning creditor and asked for a receipt in writing, which was given. At the hearing of the petition upon the 16th of April, the registrar held that by the return of the cup the petitioning creditor's debt had been reduced below £50 and dismissed the petition. The petitioning creditor appealed. Counsel for the appellant contended that as the cup was not tendered until after the act of bankruptcy the creditor was not bound to accept it, and could not safely accept it, as in the event of another creditor making the debtor bankrupt the cup would have to be handed back to the trustee: *Re Lowe, Ex parte Lowe* (38 W. R. 560). Counsel for the debtor contended that in an action for detinue the chattel detained remains the property of the plaintiff until he has obtained satisfaction of his judgment and does not pass to the trustee in bankruptcy of the defendant, and that therefore the petitioning creditor could have safely accepted the cup: *Re Scarth* (23 W. R. 153, L. R. 10 Ch. 234), *Ex parte Drake, Re Wace* (25 W. R. 641, 5 Ch. D. 866). Counsel for the appellant, in reply, contended that, the cup not having been returned "forthwith," the creditor was entitled to elect, and had elected, to claim the £50 instead.

BIGHAM, J.—In this case the creditor got judgment for the return of a cup or £50, its value; if the cup was returned forthwith the judgment was to be satisfied to the extent of £50; and there was further judgment for £5 5s. damages for detinue, and £30 10s. 6d. costs. The cup was not returned forthwith, therefore the judgment remained unsatisfied to its full extent, and execution could have been put in for £85 15s. 6d. Instead of putting in execution the creditor issued a bankruptcy notice for that amount; an act of bankruptcy followed, and a petition was presented. Up to that point the case is clear: there was a debt of £85 15s. 6d., a completed act of bankruptcy, and the creditor was entitled to a receiving order. After that, however, the cup was sent back, and it is argued that that fact has defeated the creditor's right to a receiving order by reducing his debt below £50. It seems to me, however, that the act of bankruptcy having been completed before the cup was sent back, the right to a receiving order cannot be disputed. I do not think that the property in the cup is still in the creditor, but that by issuing a bankruptcy notice and presenting a petition he has finally elected to abandon his right to the cup, and that it will form part of the property of the bankrupt divisible among his creditors.

SUTTON, J., concurred. The appeal was allowed, but upon counsel for the debtor stating that there were other points taken before the registrar which had not been adjudicated upon, the court did not make a receiving order, but sent the case back to the registrar for his decision upon the other points.—COUNSEL, *Mackenzie*; *Hansell*. SOLICITORS, *Raunsey & Peacock*, Bradford; *Miles & Hair*, for C. H. Heddon, Harrogate and Ripon.

[Reported by P. M. FRANKS, Barrister-at-Law.]

## Solicitors' Cases.

Solicitors Ordered to be Struck Off the Rolls.

JUNE 14.—JOSEPH ROBERT CLARKE.

JUNE 14.—STANLEY DUTTON EDISBURY, Church-street, Wrexham.

JUNE 14.—THOMAS MONTAGUE RICHARDS.

## New Orders, &c.

Land Transfer Rules.

THE LAND TRANSFER RULES, 1907, DATED 1907, MADE IN PURSUANCE OF SECTION 111 OF THE LAND TRANSFER ACT, 1875\*, AND OF SECTION 22 OF THE LAND TRANSFER ACT, 1897.†

LAND REGISTRY.

Land Transfer Acts, 1875 and 1897.

I, the Right Honourable Robert Threshie Baron Loreburn, Lord High Chancellor of Great Britain, with the advice and assistance of the Right Honourable Sir Arthur Kekewich, a Judge of the Chancery Division of the High Court of Justice, chosen by the Judges of that Division, Charles Fortescue-Brickdale, Esq., Registrar of the Land Registry, Philip Spencer Gregory, Esq., Barrister-at-Law, chosen by the General Council of the Bar, James William Clark, Esq., one of His Majesty's Counsel, chosen by the Board of Agriculture and Fisheries, and Richard Pennington, Esq., Solicitor, chosen by the Council of the Law Society, by virtue and in pursuance of the Land Transfer Acts, 1875 and 1897, and of all other powers and authorities enabling in that behalf, do make the following General Rules for the purpose of carrying the said Acts into execution.

Dated this day of 1907.

Notes.—In these Rules the reference to "Rules" are to the Land Transfer Rules, 1903, and Rule 1 of those Rules shall apply to the interpretation of terms used in these Rules.

\* 39 & 40 VICT. C. 87.

† 60 & 61 VICT. C. 65.



I.  
Rule 9 is annulled.  
II.  
In Rule 157, paragraph (1), after the words "purchaser of" the words "the whole or" are inserted.

III.  
Rule 250 is annulled, and the following Rule is substituted for it:—  
250. The notice of deposit or notice of intended deposit may be withdrawn from the register on a written request or consent signed by the person entitled to the lien created by the deposit, or notice of intended deposit, or his successor in title; accompanied in either case by the land certificate, or certificate of charge.

IV.  
After Rule 250 the following Rules are inserted:—  
259A. In the case of leasehold land, or of freehold land granted in consideration of a rent, if the lease or grant contains a plan sufficient for the identification of the land, it shall not be necessary to issue any plan or map with the land certificate or with any certificate of charge.

259B. Before issuing a certificate of charge the Registrar may require to be lodged in the Registry a statement signed by the creditor or his solicitor declaring whether the creditor will or will not during the continuance of the charge allow the land certificate to remain in the custody of the registered proprietor of the land, and unless a statement to the effect that the creditor will allow the land certificate to remain in the custody of the registered proprietor of the land is so lodged, the certificate of charge shall consist merely of an office copy of the charge endorsed with a certificate of its registration.

V.  
Rules 269 and 270 are annulled, and the following Rules are substituted for them:—

269. The Ordnance map shall be the basis of all registered descriptions of land.

269A. For the purpose of describing land, there shall be prepared and kept in the Registry a series of maps, which together shall be called the Land Registry General Map (hereinafter referred to as the "General Map.")

Each of the series shall be either—

(a) an extract from the Ordnance map revised and corrected to such extent as may be necessary; or

(b) a map based on and uniform with the Ordnance map, and so constructed that every parcel shown on it can be accurately located on the Ordnance map.

Each of the series shall be marked in such a manner as to be easily identified as part of the General Map.

Every parcel on the General Map shall be numbered for reference in such manner as the Registrar shall deem convenient.

The General Map may, if the Registrar shall think fit, be combined, wholly or partly, with the index maps kept in pursuance of Rule 12.

269B. A book shall be kept in the Registry called the Parcels Book, containing the reference numbers of the parcels shown on the General Map, and showing, with regard to each of such parcels, the numbers of the titles, and of the cautions against first registration (if any) relating to it.

269C. The General Map and the Parcels Book shall be open to general public inspection at any time during office hours, anything to the contrary in Rule 14 notwithstanding.

269D. Where an office copy of or extract from the General Map is annexed to any certificate, it shall, for the purposes of section 80 of the Act of 1875, be deemed to be contained in the certificate itself.

270. The land comprised in a title shall be described in one or other of the following ways as the Registrar shall in each case determine:—

(a) by means of the relative parcel number on the General Map; or

(b) by means of a separate plan filed in the Registry, whereon the boundaries of the land shall be shown by an edging of red colour.

Provided always that any proprietor who desires it may have his land described by means of a separate filed plan, on such reasonable terms as to cost as the Registrar may require.

#### VI.

The further alterations and modifications of the Rules of 1903 set out in the Schedule hereto, and consequential on the institution of the General Map, are hereby made.

#### VII.

These Rules may be cited as the Land Transfer Rules, 1907, and shall come into operation on the day of , 1907.

The Schedule above referred to.

Rule.	Subject Matter.	Alteration or Modification.
2	The Register ...	The words "In the case of corporeal hereditaments a plan of the land shall be filed in the registry" are annulled.

Rule.	Subject Matter.	Alteration or Modification.
3	Property Register ...	After the words "reference to" the words "the General Map or to" are inserted.
4	Addition or removal of land to or from a title.	After the words "register and" the words "shown on the General Map or" are inserted.
12	Index Maps ...	Where the position and extent of a registered property are shown in the General Map and Parcels Book, it shall not be necessary to show them on the Index Maps in the manner prescribed by this rule. Land may be identified on the General Map instead of on the Ordnance Map.
18	Applications for first registration, cautions, and withdrawal of same.	
73		
88		
92		
227		
72	Application for first registration	If the applicant leaves in the Registry a reference to the General Map showing with sufficient accuracy the land affected by his application, it shall not be necessary for him to leave, deposit, or furnish any plan.
73		Where the part dealt with is clearly defined on the General Map, the instrument may define it by reference to that map instead of by means of an accompanying plan.
74		After the words "filed plan," wherever they occur, the words "or General Map" are inserted.
75		For the words "map" and "plan" wherever they occur, the words "filed plan or General Map" are substituted.
101	Instruments dealing with part of the land in a title.	After the word "plan" the words "or reference to the General Map" are inserted.
127		After the word "plan" the words "or reference to the General Map," and after the words "Ordnance Map" the words "or General Map" are inserted.
162		After the words "filed plan of the land" the words "or reference to the General Map" are inserted.
272	Boundaries and descriptions of land.	At the end of the rule the following words are added "revision or correction of any part of the General Map may also be made at any time on the application of the registered proprietor of the land to which such part relates."
273		
279	Boundaries and descriptions of land.	
274		
275		
282		
276	Approval of plans...	
277	Revision of Ordnance Map	
278	Boundaries and descriptions of land.	
281	Renewal, revision or correction of plans.	
Forms.		
1	Various forms in which accompanying plans, filed plans, or other special plans are referred to.	The following Note is added at the foot of each form:—"Where sufficient particulars (by parcel number or otherwise), to enable the land to be fully identified on the General Map, Ordnance Map, or Filed Plan, can be furnished without a special plan, such particulars may be introduced into the Form instead of a reference to a plan."
2		
5		
7		
14		
18		
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43		
45		
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56		
66	Land Certificate ...	After the word "accordingly" the following words are added: "Where the land is described by reference to the General Map the form shall also be altered as may be required."
(Note)		

## Public Works Loans Act, 1875.

### FURTHER REGULATIONS AS TO FEES.

Notice is hereby given, in pursuance of the Rules Publication Act, 1893, that the following further Regulations are proposed to be made by the Public Works Loan Commissioners, with the approval of the Lords Commissioners of His Majesty's Treasury, under section 41 of the Public Works Loans Act, 1875, and that copies of the draft Regulations may be obtained at the office of the Public Works Loans Board, Old Jewry, E.C.

### DRAFT REGULATIONS.

I. The fees or sums to be paid by the applicants, pursuant to section 41 of the Public Works Loans Act, 1875, in respect of Loans on Rates shall not exceed the following sums, viz.:—  
For the 1st £1,000, 20s. for every £100 of such loan.  
For the 2nd £1,000, 15s. for every £100 of such loan.

For the 3rd and 4th £1,000, 10s. for every £100 of such loan.

For the 5th to the 10th £1,000, 5s. for every £100 of such loan.

For each subsequent £1,000 up to £100,000, 2s. 6d. for every £100 of such loan.

Loans exceeding £100,000 to be charged as £100,000.

Where a Loan is advanced by instalments secured by one deed, there shall be paid in respect of each advance after the first, an additional fee of £1 if the amount of the advance does not exceed £100, and an additional fee of £2 if the amount of the advance exceeds £100.

For the purpose of this Regulation, the total amount to be advanced under one Security Deed shall be considered as a loan; and fractional parts of £100 shall be considered as £100.

In addition to the above fees the applicants shall pay the stamp duty, Counsel's fees, and other disbursements incurred by the Loan Commissioners in respect of the several applications.

In respect of all business not being a Loan on Rate the fees or sums payable shall be fixed by the Commissioners, regard being had to each particular case.

II. The above Regulation shall come into force on the 1st day of September, 1907, and as from such date the Regulations made by the Public Works Loan Commissioners on the 19th day of January, 1882, shall be rescinded.

## Societies.

### The Law Society.

#### ANNUAL GENERAL MEETING.

The annual general meeting of the members of this society will be held at the Society's Hall (Chancery-lane entrance), on Friday, the 5th of July, 1907, at 2 p.m. The following are the provisions of Bye-law 15 as to the business to be transacted at an annual general meeting, namely: "The business of an annual general meeting shall be the election of president, vice-president, and members of Council, as directed by the charter, and also the election of auditors; the reception of the accounts submitted by the auditors for approval, the reception of the annual report of the Council, and the disposal of business introduced by the Council, and of any other matter which may consistently with the charter and bye-laws be introduced at such meeting." Below will be found the names of the candidates nominated to fill the eleven vacancies in the Council, and in the offices of president, vice-president, and auditors, with the names and addresses of their nominators.

The COUNCIL will propose: (1) "That the necessary steps be taken for altering the charter and bye-laws so as to provide that, in addition to vacancies caused by death or resignation, three of the retiring members at each annual meeting be ineligible for re-election for one year, such three members to be determined by the Council by agreement or ballot, but that this provision is not to apply to persons nominated as president or vice-president, the chairman of the Finance Committee, the chairman of the Examination Committee, and the members of the Discipline Committee. (2) That the necessary steps be taken for providing by bye-law that, with the view of promoting the election of desirable members of the society to fill vacancies in the Council, a small committee of not more than six members be appointed at the January meeting in each year to confer with a committee of the Council, and to consider the most suitable members of the society to be elected to fill vacancies in the Council in the current year."

Mr. GEORGE H. RADFORD will move: "That in order to put a stop to the practice of continual re-election of members of the Council, it is desirable that Bye-law No. 40 be altered so as to make retiring members ineligible for election till after the expiration of one year

from the date of retirement, and that the Council be requested to obtain (if necessary) an amendment of the charter to enable this reform to be carried into effect."

Mr. WALTER DOWSON, the chairman of the Solicitors' Practice Committee, will present their report, and will move: "I. That it be received, and that the following recommendations contained therein be adopted *seriatim*: (1) That it is the duty of every solicitor to keep full and accurate accounts, which should be periodically balanced. (2) That moneys received by a solicitor on behalf of his client should be kept separate from his own moneys, and that a convenient way of effecting this is by opening a clients' money account at a bank into which all moneys received by a solicitor to any part of which a client is, or under any circumstances may be, entitled should in the first instance be paid. (3) That moneys of clients in the hands of, or under the control of a solicitor, should only be used on account and with the authority of the client to whom they respectively belong. (4) That any increment in the nature of interest, income, or other profit accruing on clients' moneys should be credited to the clients whose moneys have produced such interest, income, or profit, and that any solicitor who, without the authority of his client, should retain for his own use any such interest, income, or other profit is guilty of professional impropriety. (5) That except under special and unavoidable circumstances it is no part of a solicitor's business to hold money belonging to a client for any lengthened period, and that it is contrary to right practice to do so. (6) That in cases where a solicitor finds himself in possession of money of a substantial amount not his own, of which he cannot immediately, or within a short time, discharge himself, it is his duty, if he does not keep a separate clients' account at a bank, and it is desirable even if he does keep such a separate account, to pay that money in to a deposit account separate, not only from his own money, but from all other money, and to ear-mark it, by endorsement on the deposit receipt or otherwise, as belonging to the particular client or matter. (7) That every solicitor should either (a) have his accounts audited at least once a year by a chartered or incorporated accountant, or (b) keep a separate bank account for all moneys received by him on behalf of his clients. (8) That in the case of every solicitor whose accounts are audited by a chartered or incorporated accountant he should be required annually, on applying for his practising certificate, to forward to the society a certificate from such accountant stating that the accounts had been properly kept and duly audited. (9) That in the case of every solicitor whose accounts are not so audited he should be required annually, on applying for his practising certificate, to forward to the society a statutory declaration as follows: (a) That he had kept a separate bank account for all moneys received by him on behalf of his clients, and that all such moneys had been paid into that account, and had been used only for or on account of the clients to whom they respectively belong; (b) that all increment in the nature of interest, income, or other profit accruing on such moneys had been credited to the clients whose moneys respectively had produced such interest, income or profit, and (c) that on the date of the declaration all such moneys had been duly dealt with or were in hand and available.

"II. That the Council of the society be requested to apply to Parliament for an Act, and if necessary for a new charter, giving the society such control over every practising solicitor, whether a member of the society or not, as may be necessary in order to make and enforce rules and regulations to give effect to the foregoing recommendations.

"III. That the Council of the society be also requested to apply to Parliament for an Act, and if necessary for a new charter, providing that all solicitors admitted hereafter should be members of the society."

Mr. WILLIAM COBBETT, president of the Manchester Incorporated Law Association, has given notice that he intends to move certain amendments to Mr. Dowson's motions giving effect to the recommendations in the report of the minority of the Solicitors' Practice Committee.

E. W. WILLIAMSON, Secretary.

LIST OF QUALIFIED MEMBERS OF THE SOCIETY NOMINATED AS MEMBERS OF THE COUNCIL TO BE ELECTED AT THE ANNUAL GENERAL MEETING ON THE 5TH OF JULY, 1907.

Name of Candidate.	Address.	Names of Nominators.	Address.
Herbert Beaumont ... ..	Chancery-lane, Wakefield...	Geo. F. Hatfield .. ...	53, Davies-street, Berkeley-squarr, London, W.
		G. H. Bower ... ..	4, Bream's-buildings, Chancery-lane, London, E.C.
		John J. Withers ... ..	4, Arundel-street, Strand, London.
		C. D. Medley ... ..	36, Lincoln's-inn-fields, London, W.C.
		J. Campbell Inglis... ..	1, New-court, Lincoln's-inn, W.C.
		J. F. Rowlatt ... ..	4, Raymond-buildings, Gray's-inn, W.C.
		H. Plews ... ..	Wakefield.
		A. Allen L. Booth... ..	Leeds.
		Ben Day ... ..	Leeds.
		W. W. Marks ... ..	Bedford.
Edmund Kell Blyth ... ..	112, Gresham House, City... ..	Frank Crisp... ..	17, Throgmorton-avenue, E.C.
		Joseph Addison ... ..	2, Bond-court, E.C.
John Wreford Budd ... ..	24, Austin Friars, London, E.C. ...	William Hale ... ..	7, Laurence Pountney-hill, E.C.
		T. Hugh Cobb ... ..	22, College-hill, E.C.



Name of Candidate.	Address.	Name of Nominators.	Address.
Harvey Clifton	4, New-court, Lincoln's-inn, W.C.	D. Lloyd-George, M.P. ... Sir William J. Bull, M.P. ... Luke White, M.P. ... Harbert Carden ... J. A. Grundy ... Wm. Ramsden ... Arthur E. T. Hinchcliffe, LL.B. ... John E. Hodding ... F. C. Lloyd (Town Clerk and Clerk of the Peace) ... Walter M. Wilcocks ...	Cricieth, and 63, Queen Victoria-street, E.C. 31, Essex-street, Strand, W.C. Driffield. 30, Old Steyne, Brighton. 14, John Dalton-street, Manchester. Huddersfield. Huddersfield. 12, Grey Friars, Leicester. Croydon. Bank-chambers, 218, Strand.
Walter Dowson	19, Surrey-street, Victoria Embankment, London, W.C.	Geo. F. Hatfield ... G. H. Bower ... J. J. Withers ... C. D. Medley ... J. Campbell Inglis ... J. F. Rowlatt ... Richard Lake Harrison ... Beresford Rimington Heaton ...	53, Davies-street, Berkeley-square, London. 4, Bream's-buildings, Chancery-lane, London. 4, Arundel-street, Strand. 36, Lincoln's-inn-fields, London. 1, New-court, Lincoln's-inn, W.C. 4, Raymond-buildings, Gray's-inn, London. 1, New-court, Lincoln's-inn, W.C. 8, New-square, Lincoln-inn, W.C.
Robert Ellett	Cirencester	Thos. Marshall ... C. H. Morton ... Joseph Addison ... Saml. Bircham ... Richd. G. Francis (President of the Gloucestershire and Wiltshire Incorporated Law Society) A. E. Smith (Vice-President of the Gloucestershire and Wiltshire Incorporated Law Society)	8, Albion-place, Leeds. 5, Cook-street, Liverpool. 2, Bond-court, London, E.C. 46, Parliament-street, S.W. Stow-on-the-Wold, Gloucestershire. Nailsworth, Gloucestershire.
William Francis Fladgate	Craig's-court, London, S.W.	Sir Henry A. White ... John Cameron ...	14, Great Marlborough-street, W. 5, Fenwick-street, Liverpool.
William Edward Foster	Aldershot	A. H. Coley ... C. J. Ernest Crosse ... J. C. Moberly ... Alexander Paris ...	63, Temple-row, Birmingham. 9, St. James's-square, Manchester. 172, High-street, Southampton. Castle-lane, Southampton.
The Right Hon. Sir Henry Fowler, G.C.S.I., M.P.	Wolverhampton	Henry Attlee ... R. Ellett ... Geo. F. Hatfield ... G. H. Bower ... John J. Withers ... C. D. Medley ... J. Campbell Inglis ... J. F. Rowlatt ... Richd. G. Francis ... A. E. Smith ... Ronald McLaren ... J. Waghorne ... Geo. F. Hatfield ... G. H. Bower ... John J. Withers ... C. D. Medley ... J. Campbell Inglis ... J. F. Rowlatt ...	10, Billiter-square, London, E.C. Cirencester. 53, Davies-street, Berkeley-square, London. 4, Bream's-buildings, Chancery-lane, London, E.C. 4, Arundel-street, Strand, London. 36, Lincoln's-inn-fields, London. 1, New-court, Lincoln's-inn, W.C. 4, Raymond-buildings, Gray's-inn, Stow-on-the-Wold. Nailsworth. 29, Clarence-street, Cheltenham. 2, Crescent-place, Cheltenham. 53, Davies-street, Berkeley-square, London. 4, Bream's-buildings, Chancery-lane, London, E.C. 4, Arundel-street, Strand, London, W.C. 36, Lincoln's-inn-fields, London, W.C. 1, New-court, Lincoln's-inn, London, W.C. 4, Raymond-buildings, Gray's-inn, London, W.C. 46, Parliament-street, S.W. 30, Mincing-lane, London. Cambridge. St. Neot's. 53, Davies-street, Berkeley-square, London. 4, Bream's-buildings, Chancery-lane, London, E.C. 4, Arundel-street, Strand, London. 36, Lincoln's-inn-fields, London. 1, New-court, Lincoln's-inn, W.C. 4, Raymond-buildings, Gray's-inn, London.
Walter Gerald Gurney	Essex-place, Cheltenham	Samuel Bircham ... Bourchier F. Hawkeley ... T. Musgrave Francis ... C. R. Wade-Gery ... George F. Hatfield ... G. H. Bower ... John J. Withers ... C. D. Medley ... J. Campbell Inglis ... J. F. Rowlatt ... Alfred Pointon ... G. J. Johnson ... J. Barham Caralake ... Arthur Godlee ... W. Maples ... Arthur J. Finch ...	46, Parliament-street, S.W. 30, Mincing-lane, London. Cambridge. St. Neot's. 53, Davies-street, Berkeley-square, London. 4, Bream's-buildings, Chancery-lane, London, E.C. 4, Arundel-street, Strand, London. 36, Lincoln's-inn-fields, London. 1, New-court, Lincoln's-inn, W.C. 4, Raymond-buildings, Gray's-inn, London. Birmingham. Birmingham. Birmingham. Birmingham. 6, Frederick's-place, Old Jewry. 2, Gray's-inn-square.
John Waller Hills, M.P.	58, Lincoln's-inn-fields, W.C.		
Henry Manisty	1, Howard-street, Strand, London		
Charles Berkeley Margetts	Huntingdon		
Richard Alfred Pinsent	6, Bennett's-hill, Birmingham		
Thomas Rawle	1, Bedford-row, London		

Name of Candidate.	Address.	Name of Nominators.	Address.
William Arthur Sharpe ... ..	12, New - court, Carey - street, London	Geo. F. Hatfield ... ..	53, Davies-street, Berkeley-square, London.
		G. H. Bower ... ..	4, Bream's-buildings, Chancery-lane, London, E.C.
		John J. Withers ... ..	4, Arundel-street, Strand, London.
		C. D. Medley ... ..	38, Lincoln's-inn-fields, London, W.C.
		J. Campbell Inglis ... ..	1, New-court, Lincoln's-inn, W.C.
		J. F. Rowlett ... ..	4, Raymond-buildings, Gray's-inn, London.
Frank William Stone ... ..	Tunbridge Wells ... ..	Hy. Attlee, <i>President</i> ... ..	10, Billiter-square, E.C.
		E. K. Blyth, <i>Vice-President</i> ... ..	112, Gresham House, City, E.C.
		C. H. Morton ... ..	5, Cook-street, Liverpool.
		Thomas Marshall ... ..	8, Albion-place, Leeds.
		C. E. Hatten (President of the Kent Law Society)	Gravesend.
		Francis R. Howlett (Secretary of the Kent Law Society)	Maidstone.
Richard Stephens Taylor ... ..	Gray's-inn ... ..	Chas. Goddard ... ..	3, South-square, Gray's-inn, W.C.
		J. Roger B. Gregory ... ..	1, Bedford-row, W.C.
		W. Maples ... ..	6, Frederick's-place, Old Jewry, E.C.

## LIST OF QUALIFIED MEMBERS PROPOSED AS PRESIDENT AND VICE-PRESIDENT.

Edmund Kell Blyth ( <i>as President</i> )	112, Gresham House, E.C.	Frank Crisp ... ..	17, Throgmorton-avenue, E.C.
James Samuel Beale ( <i>as Vice-President</i> )	28, Great George-street, Westminster, London, S.W.	Joseph Addison ... ..	2, Bond-court, E.C.
		Alfred Pointon ... ..	5, Temple-row West, Birmingham.
		Robert W. Dibdin ... ..	23, Red Lion-square, W.C.
		Henry Attlee ... ..	10, Billiter-square, London, E.C.

## LIST OF QUALIFIED PERSONS PROPOSED AS AUDITORS OF THE SOCIETY.

John Stephens Chappelow, F.C.A.	10, Lincoln's-inn-fields ... ..	R. W. Tweedie ... ..	5, Lincoln's-inn-fields.
George Edward Herbert Cook ...	52, Bedford-row, W.C. ... ..	Edmund Church ... ..	11, Bedford-row, W.C.
Ewart D'Aguiar Ewart Jukes ...	62, Lincoln-inn-fields, W.C. ...	W. H. Stallard ... ..	52, Bedford-row, W.C.
		M. J. Greener ... ..	52, Bedford-row, W.C.
		J. A. V. Churchill ... ..	31, Great St. Helen's, E.C.
		Joseph W. Asprey ... ..	62, Lincoln's-inn-fields, W.C.

## ATTENDANCES OF MEMBERS OF COUNCIL.

Total attendances on Council and committees of the Council from May, 1906, to May, 1907, inclusive:

Name.	Council. Committees.	Name.	Council. Committees.
Mr. Attlee ... ..	36 109	Mr. Morrell ... ..	16 6
" Barker ... ..	32 109	" *Pennington ... ..	34 57
" Beale ... ..	11 14	" Rawle ... ..	35 73
" Bischoff ... ..	35 21	Sir A. K. Rollit ... ..	31 22
" Blyth ... ..	32 90	Mr. Samson ... ..	35 39
" Bristow ... ..	33 32	" Taylor ... ..	32 40
" Budd ... ..	37 19	" *Frower ... ..	35 56
" Dawes ... ..	26 4	" Turner ... ..	20 6
" *Ellett ... ..	16 19	" *Walters ... ..	21 —
" Fladgate ... ..	16 15	" Wightman ... ..	6 —
" Foster ... ..	15 8	" Winterbotham ... ..	29 41
Sir H. Fowler ... ..	8 0	" *Witham ... ..	30 1
Mr. Fraser ... ..	11 7	<i>Extraordinary Members—</i>	
" Garrett ... ..	32 21	Mr. A. H. Burgess ... ..	6 1
" Gillett ... ..	38 32	" J. Cullimore ... ..	5 1
" Godden ... ..	19 38	" T. Eggar ... ..	15 16
Sir J. Gray Hill ... ..	17 8	" C. E. Longmore ... ..	20 12
Mr. Gribble ... ..	26 31	" W. H. Norton ... ..	3 1
Sir J. Hollams ... ..	34 16	" A. C. Peake ... ..	12 2
Mr. Humphrys ... ..	13 3	" A. Pointon ... ..	2 —
" Johnson ... ..	38 56	" R. Pybus ... ..	10 5
" S. H. King ... ..	8 5	" C. E. Stevens ... ..	19 17
" W. G. King ... ..	33 55	" F. Sturge ... ..	6 1
" Lee ... ..	14 19	" W. C. M. Adam ... ..	2 —
" *Manisty ... ..	29 8	" J. B. Caralake ... ..	— —
" Margetts ... ..	15 5	" F. F. Cartwright ... ..	— —
" Marshall ... ..	3 2	" G. E. Crose ... ..	8 1
" Milne ... ..	6 —	" F. P. Rhodes ... ..	— —

N.B.—Members marked thus \* are members of the Discipline Committee who are excused from attendance on the Committees of the Council.

## The Solicitors' Practice Committee.

We are enabled to publish the following conclusions contained in the report of the majority of this committee:

1. That it is the duty of every solicitor to keep full and accurate accounts, which should be periodically balanced.
2. That moneys received by a solicitor on behalf of his client should be kept separate from his own moneys, and that a convenient way of effecting this is by opening a clients' money account at a bank, into which all moneys received by a solicitor to any part of which a client is, or under any circumstances may be, entitled should in the first instance be paid.
3. That moneys of clients in the hands of, or under the control of, a solicitor, should only be used on account and with the authority of the client to whom they respectively belong.
4. That any increment in the nature of interest, income, or other profit accruing on clients' moneys should be credited to the clients

whose moneys have produced such interest, income, or profit, and that any solicitor who, without the authority of his client, should retain for his own use any such interest, income, or other profit is guilty of professional impropriety.

5. That except under special and unavoidable circumstances it is no part of a solicitor's business to hold money belonging to a client for any lengthened period, and that it is contrary to right practice to do so.

6. That in cases where a solicitor finds himself in possession of money of a substantial amount not his own, of which he cannot immediately, or within a short time, discharge himself, it is his duty, if he does not keep a separate clients' account at a bank, and it is desirable even if he does keep such a separate account, to pay that money into a deposit account separately, not only from his own money, but from all other money, and to ear-mark it, by endorsement on the deposit receipt or otherwise, as belonging to the particular client or matter.

7. That every solicitor should either (a) have his accounts audited at least once a year by a chartered or incorporated accountant, or (b) keep a separate bank account for all moneys received by him on behalf of his clients.

8. That in the case of every solicitor whose accounts are audited by a chartered or incorporated accountant he should be required annually, on applying for his practising certificate, to forward to the society a certificate from such accountant stating that the accounts had been properly kept and duly audited.

9. That in the case of every solicitor whose accounts are not so audited he should be required annually on applying for his practising certificate, to forward to the society a statutory declaration, as follows: (a) That he had kept a separate bank account for all moneys received by him on behalf of his clients, and that all such moneys had been paid into that account, and had been used only for or on account of the clients to whom they respectively belong; (b) that all increment in the nature of interest, income, or other profit accruing on such moneys had been credited to the clients whose moneys respectively had produced such interest, income, or profit; and (c) that on the date of the declaration all such moneys had been duly dealt with or were in hand and available.

The committee also recommend that the society should apply to Parliament to obtain the necessary control over all practising solicitors.

## The Manorial Society.

The Manorial Society is about to issue the first of a series of lists of such Manor Court Rolls as are in the possession of private individuals, or in the custody of the stewards of the manors to which the rolls relate, or in that of corporate bodies, as distinguished from those court rolls which are preserved in the Public Record Office, the British Museum Library, and other public depositories of collections of MSS. and other documents of antiquarian interest.

It is obvious that the success of such an undertaking will depend to a great extent on the loyal support and cordial co-operation of local antiquaries.

Any information respecting the existence of court rolls, the period



which they cover, and their present custodians, will be gratefully received by the Registrar of the Manorial Society (Mr. Charles Greenwood, F.C.I.S.), 1, Mitre Court-buildings, Temple, E.C.

The lists will be issued in parts, at intervals, as such information accumulates, and supplied gratuitously, to members of the society.

It is hardly necessary to point out the value of such lists to the cause of antiquarian research, especially as they will supplement those which are to be found in the national and other public collections above referred to.

### Law Association.

The usual monthly meeting of the directors was held on Thursday, the 13th inst., Mr. W. M. Woodhouse being elected chairman of the board for the current year, and taking the chair. The other directors present were Mr. S. J. Daw, Mr. P. W. Chaudler, Mr. R. H. Peacock, Mr. J. E. W. Rider, Mr. A. Toovey, Mr. Mark Waters, and the secretary, Mr. E. E. Barron. A total sum of £1,078 was voted in grants of relief amongst members' and non-members' cases, and other general business was transacted.

### The London Law Clerks' Association.

The first annual general meeting of this association was held on Tuesday, the 18th of June, at the Old Hall, Lincoln's-inn, W.C. After the formal business had been disposed of, the Rt. Hon. Sir John Gorell Barnes, Mr. F. Gore-Browne, K.C., and other prominent members of the legal profession addressed the meeting. The meeting was open to all law clerks. Since its formation in April last year the association has encouraged law clerks to make themselves better acquainted with the theoretical side of their work, and during the past year, in addition to papers by members, numerous lectures, followed by discussions, were delivered by barristers and solicitors. Negotiations have been carried on with the object of securing that appointments in public legal offices shall be thrown open to law clerks, and the committee hope before long to be in a position to report that some concession in this direction has been obtained. The various provincial associations have been approached with a view to federation, and the replies so far received have been favourable, and the committee has been asked to prepare a scheme. Federation will, no doubt, greatly strengthen the position of law clerks and improve their prospects generally. Arrangements have been made with a number of leading London tradesmen which enable members to obtain special discounts of 5 to 12½ per cent. on their purchases.

## Law Students' Journal.

### Calls to the Bar.

The following gentlemen were called to the bar on the 12th inst.:

GRAY'S-INN.—His Royal Highness Prince Arthur Frederick Patrick Albert of Connaught, K.G., eldest son of his Royal Highness the Duke of Connaught, K.G., a Master of the Bench of this society; G. A. Powell, E. J. Parry, B.Sc., London; T. C. John, G. K. Din, B.A., LL.B., Downing Coll., Camb.; A. M. Drysdale, J. S. B. Reed, B.A., Jesus Coll., Oxford; A. W. Elkin, T. Jameson, M. A. Taylor, H. C. Majumdar, P. K. Majumdar, Lala Tirath Ram Dhir, S. K. Singh, S. K. Bose, Downing Coll., Camb.; W. H. Riley-Pearson, K. N. Majumdar, St. John's Coll., Camb.

LINCOLN'S-INN.—W. Cleveland-Stevens (certificate of honour, Trinity, 1907), Christ Church, Oxford, M.A., B.C.L.; A. F. A. Cole (certificate of honour, Trinity, 1907), King's Coll., Camb., B.A.; C. L. Fawell (certificate of honour, Michaelmas, 1904), Pembroke Coll., Camb., B.A.; Charn Chunder Ghose (certificate of honour, Easter, 1907), B.A., B.L., Calcutta University, a Vakil of the High Court, Calcutta; F. J. Pollock, M.A., Fellow, Trin. Coll., Camb.; A. N. Ashton, Trin. Coll., Camb., B.A.; A. R. Stephens, O.C.C., Camb., M.A.; Vaman Shanker Pandit; R. L. Reiss, Balliol Coll., Oxford; W. M. Graham, O.C.C., Oxford, B.A.; J. E. White; J. Simonds, Hertford Coll., Oxford; E. E. Dent; H. Church, Trin. Coll., Oxford, B.A.; W. F. Noyce, K.L.H.; Suraj Narain; Debendra Nath Bonarjee; H. A. G. Sprigg, Trin. Coll., Camb., B.A.; W. W. Schumper; Mian Haq Nawaz; W. S. Scott, King's Inns, Ireland; M. Young, Edinburgh Univ., M.D., Mast. Surg., D.P.H., D.S.Sc.; T. W. N. Barlow, London Univ., M.R.C.S., L.R.C.P., D.P.H. (Camb.); J. E. Eminsang; A. L. Stephen, Trin. Coll., Camb., B.A.; E. G. Peske, Clare Coll., Camb., B.A.; Ghulam Mohamed Bhurgul.

MIDDLE TEMPLE.—T. D. Bucknill, B.A.Oxford, certificate of honour, Trinity Term, 1907; A. P. Perahouse, B.A.Oxford, certificate of honour, Hilary Term, 1907; R. J. T. Gibson, B.A.Camb., certificate of honour, Hilary Term, 1907; A. L. Jones, LL.B.Liverpool, certificate of honour, Trinity Term, 1907; J. A. O. Payne; H. J. de Trafford, B.A.Oxford; J. Govdland, M.A., LL.B.Camb.; C. B. M. Hodgson, B.A.Oxford; E. Wright, B.A.Oxford; E. L. Barnes, B.A.Oxford; J. C. H. Seale, B.A.Oxford; F. E. Smith, Oxford; the Hon. E. R. Campbell, B.A.Oxford; W. D. Ward, B.A.Camb.; C. L. Bennett, M.A.Camb.; J. Y. Scott, B.A.Oxford; A. R. Henry; J. H. Greenwood, B.Sc.London; A. R. Churchill, B.A.Camb.; G. E. Cannan, B.A.Camb.; E. R. Crundall, B.A.Oxford; J. Paterson, B.A.Oxford; R. E. Whiteley, B.A.Camb.; Nal Chuan, B.A., LL.B.Camb.; F. C. B. West, B.A.Oxford; S. N. Lewis; R. W. H. Wilkinson, B.A.Oxford; K. A. R. Sugden, M.A.Oxford; G. M. Dodwell, B.A., LL.B.Camb.; B. C. Ferrers, B.A.Oxford; C. W. Hill,

B.A.Oxford; F. J. Wrottesley, B.A.Oxford; T. H. D. Bell; E. S. Dasenakke, Camb.; C. J. F. Cobbold, B.A.Camb.; F. C. Dietrichsen, B.A., LL.B.Camb.; F. B. Burchell, B.A.Camb.; V. Fleming, B.A.Oxford; R. H. Topham; and R. P. Croom-Johnson, London.

MIDDLE TEMPLE.—Promothonath Dutt, M.A., B.L., Calcutta, certificate of honour, Easter Term, 1907; W. J. Spratling, B.Sc., London; H. B. Copinger; H. Conacher, B.A., LL.B. Camb. Univ.; M. I. Pinusane, M.R.C.S. Eng., L.R.O.P. Lond.; W. M. R. Malherbe, LL.D.London; R. F. McCall; W. G. Cuthbert-Gundry; Mohammed Yusuf; A. R. V. Dimmer; R. B. C. Sheridan; H. D. Huggins; G. T. W. Hayes; Peshotan Dhunjishaw S. Patel, B.A. Bombay Univ.; Ratnakrishna Curran Bonnerjee, B.A. Oxon.; Kundanmal Alumal Bhojwani, B.A., LL.B.; Mohamed Auzam; Sheikh Abdul Rahman; C. H. E. Chubb, B.A., LL.B. Camb.; Govinda Padmanabha Pillai; Jyotish Chandra Ghose, M.A. Calcutta Univ.; I. Nahon; Rayasut Hosain; A. Taylor; A. L. G. Walker, B.A. Oxford; Muhammad Mushir Hosain Kidwai; O. J. L. De Glanville; Mudyil Kesava Narayana Pillai, B.A. Madras Univ.; Kesav Lal Mukerjee; R. J. L. Tindall, B.A. Cape of Good Hope; Shriyash Adarji Gogavala, M.A., LL.B., Bombay.

## Obituary.

### Mr. J. M. Lely.

Mr. J. M. Lely, barrister-at-law, died on the 12th inst. He was educated at Cheltenham College and at Magdalen College, Oxford, and was called to the bar in 1869. He joined the Oxford Circuit, but to a large extent applied himself to legal literature. He was a very competent and careful editor, and produced new editions of many standard works, including Chitty's Statutes and Woodfall on the Law of Landlord and Tenant. He had a marvellous acquaintance with statute law, and for many years occasionally gave our readers the benefit of his knowledge and research. Personally he was universally liked, even in the exclusive circle of the Athenaeum Club; he was a thorough gentleman and a most agreeable companion.

### Mr. G. E. Harrison.

Mr. George Edgar Harrison, solicitor, of the firm of Whitfield & Harrison, 22, Surrey-street, W.C., died on the 14th instant at the age of forty-nine, after a long illness. Mr. Harrison was admitted in 1880, after having served his articles with the firm in which he afterwards became a partner, and with which his whole professional career was spent. He leaves a widow, but no children. Mr. Harrison was a son of the late Mr. Francis J. Harrison, solicitor, who was also a member of the same firm, and died about forty-five years ago.

## Legal News.

### Appointments.

Mr. CHESTER JONES, barrister-at-law, has been appointed a Metropolitan Police Magistrate, in the place of Mr. G. G. Kennedy, who has been compelled by ill-health to resign his appointment as from the end of the present month.

### Changes in Partnerships.

#### Dissolution.

ROCHFORD FOLLIOTT BLAKISTON AND ISAAC ARTHUR HUSKISSON EVERETT, solicitors (Hand, Blakiston, Everett, & Hand), Stafford. Feb. 28. The said Isaac Arthur Huskisson Everett has admitted into partnership with him Mr. George Ernest Nuttall. [Gazette, June 14.]

WILLIAM WATSON RUTHERFORD, CHARLES HENRY RUTHERFORD, ARTHUR RUTHERFORD, and HERBERT GREEN CLARKSON, solicitors (Rutherford), 24, Queen Victoria-street, London, and 43, Castle-street, Liverpool. June 15. So far as concerns the said Arthur Rutherford, the remaining partners will continue the said business under the same style as heretofore. [Gazette, June 15.]

### General.

Mr. Pemberton, the senior Chancery Registrar, at the Royal Courts of Justice, has resigned his appointment, after over fifty years' service.

On Thursday, the 20th inst., the offices of the Light Railway Commission were transferred from 54, Parliament-street, S.W., to Scotland House, New Scotland-yard, Westminster, S.W.

We understand that Messrs. Stevens & Sons (Limited) will shortly publish a new edition of Temperley's Merchant Shipping Acts, 1894 to 1906, by Mr. Robert Temperley, solicitor; Mr. Herbert Stuart Moore, barrister-at-law; and Mr. Alfred Townsend Bucknill, barrister-at-law.

It is stated that the sittings of the Divisional Court will be suspended after this week, and that the Lord Chief Justice, who is now presiding in the court, will on and after Monday next proceed with the trial of special jury actions until he leaves for the second part of the North and South Wales Circuit at Chester on Tuesday, the 9th of July.

At the Bow-street police-court on the 13th inst., before Sir A. de Rutzen, Alfred Chas. Dowding, a solicitor, living at Hamilton-road, Harrow, was charged on remand with fraudulently converting to his own use £530, received by him on behalf of Mr. G. H. Ody, of St. Thomas's-road, Hastings, and Mr. J. H. Ody, of Helena-avenue, Margate, in connection with the sale of the George Inn, Twickenham. The magistrate committed the prisoner for trial.

The fortieth meeting of the Bankruptcy Law Amendment Committee was held on the 12th inst. at the Royal Courts of Justice under the presidency of Mr. Muir Mackenzie, the chairman. Evidence was given by Mr. E. Leadam Hough, the senior official receiver in bankruptcy attached to the High Court, who placed before the committee the views of the Board of Trade on the principal questions contained in the terms of reference to the committee, as well as the results of his own personal experience.

Mr. Justice Ridley, in the King's Bench Division, on Tuesday, had before him an action in which the plaintiff came from Birmingham and one of the defendants from Manchester. The learned judge said that he did not think it fair that the Middlesex special jury list should be filled with such cases. It was a Midland county case. He had a similar instance from the Eastern counties the other day. If the rule with regard to local venue were more strictly applied much less would be heard of the congested state of the Middlesex special jury list, while the lists of cases for trial at Birmingham and Ipswich would be better filled with cases more suitable for trial there than in London. It was no use sending judges on circuit to try cases if they were all brought here, and it would conduce to better administration of the law if cases such as this one were tried where one of the parties lived. He could see no reason why the case was tried there. He had said all this before, but no notice was ever taken of it.

Twice already Lord Loreburn's committee has met and deliberated, says a writer in the *Daily Telegraph*, and it is considered likely that early next month something will be known as to its views. Of all the eminent personages who compose the body one only—Sir Gorell Barnes, P.—took part in the proceedings which ended in the Report and Resolutions of the Judges of the Supreme Court in the summer of 1892. If he should call the attention of his colleagues to that historic document they may find themselves greatly helped on certain points—notably, as to the possibility of reforming the ancient circuit system. Then, as now, the absurdities of this antiquated device for bringing justice to the door of the provincial suitor were apparent, and the judges set themselves to devising a scheme whereby, without abolishing the circuits altogether, they might safeguard the rights of the London litigant. By arranging for the grouping of the civil business of the provinces at certain named centres, they showed that it would be possible to have throughout the year eight judges in London.

Mr. Lloyd-George, who is himself a solicitor, has, says a writer in the *Globe*, made the legal world uneasy. From time immemorial barristers and solicitors have been the only persons, apart from litigants themselves, with the right of audience in the High Court. A provision has, at the instance of the President of the Board of Trade, been introduced into the Patents and Designs Bill which is intended to give patent agents a right to appear there. Patent agents have been accustomed to appear before the law officers in appeals from the Comptroller. These appeals are to be transferred from the law officers to the court, and rules are to be made—this is the new provision in the Bill that is so alarming to the legal fraternity—for "allowing any person to appear and be heard on any such appeal who might have appeared and been heard on an appeal to the law officers." Lawyers look with jealous eyes upon the slightest interference with this right of audience. The provision is, however, not quite so serious as it looks. A patent agent will be heard, not in open court, but in the chambers of the judge to whom all patent business is to be assigned.

The Council of Legal Education have, says a correspondent of the *Times*, notified their decision "to substitute an examination in Hindu and Mahomedan law, or in Roman-Dutch law, for an examination in English real and personal property in the case of such students as desire to avail themselves of this alternative." Lectures in the alternative subjects are to commence after the Long Vacation, and the first examination by the lecturers will be held in April next. Any student wishing to be examined in either Hindu and Mahomedan law or Roman-Dutch law must signify his desire at the time of giving the notice required by the general rules. In other words, the assumption will always be that a student entering the Inns intends to read for the first of the three alternative courses—that of real and personal property. At the request of Lord Macnaghten, the lectureship in Hindu and Mahomedan law has been accepted by Mr. Leslie de Gruyter, who was to have given the "night lectures" now abandoned. There can be no doubt that, both in India and in the Colonies affected, the alterations now made in the bar examination will receive cordial and grateful approval.

A veteran member of the Baltimore bar, says the *Central Law Journal*, tells of an amusing cross-examination in a court of that city. The witness had seemed disposed to dodge the questions of counsel for the defence. "Sir," admonished the counsel sternly, "you need not state your impressions. We want facts. We are quite competent to form our own impressions. Now, sir, answer me categorically." From that time on he could get little more than "yes" and "no" from the witness. Presently counsel asked: "You say that you lived next door to the defendant?" "Yes." "To the north of him?" "No." "To the south?" "No." "Well, to the east, then?" "No." "Ah!" exclaimed the lawyer sarcastically, "we are likely at last to get down to the one real fact. You live to the west of him, do you not?" "No." "How is that, sir?" the astonished attorney asked. "You say you live next door to him, yet he

lives neither to the north, south, east, or west of you. What do you mean by that, sir?" Whereupon the witness said: "I thought perhaps you were competent to form the impression that we live in a flat, but I see I must inform you that he lives next door above me."

The following is the official account of the proceedings at Grand Day at Gray's-inn last week: Wednesday, the 12th inst., being the Grand Day of Trinity Term at Gray's-inn, the Treasurer (Mr. Reader Harris, K.C.) and the Masters of the Bench entertained at dinner, among others, the following guests: His Royal Highness Prince Arthur of Connaught, K.G., His Highness the Maharajah of Bikanir, C.G.I.E., K.C.S.I., His Highness the Maharajah of Alwar, the Right Hon. Sir Henry Fowler, G.C.S.I., M.P., the Right Hon. Sir George Taubman Goldie, and Mr. Justice Pickford. The proceedings included the ceremonies consequent on the call to the bar and bench of Gray's-inn of Prince Arthur of Connaught. On the arrival of the Prince in hall he was "gowned" as a student by the Under-Treasurer of the inn, his admission having been completed at a pension held on the 6th instant. At the conclusion of dinner the Prince was called to the bar by the Treasurer, His Royal Highness being made the senior of seventeen students who were summoned to the dais of the hall and, after shaking hands with the Treasurer, were "gowned" as barristers. At a later period of the evening, in the Pension Chamber of the inn, Prince Arthur was co-opted a bencher of the society, his election being moved by the Treasurer and seconded by the Duke of Connaught, who has been a bencher since the year 1881. Prince Arthur was also "accorded a voice and vote in pension," according to the ancient formula, and his precedence at the pension table determined.

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON					
Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KIRKWICH.	Mr. Justice JOYCE.	
Monday, June .....	24 Mr. Goldschmidt	Mr. Church	Mr. Beal	Mr. Carrington	
Tuesday .....	25 Theod. Groswell	King	Farmer	Pemberton	
Wednesday .....	26 Groswell	Church	Beal	Carrington	
Thursday .....	27 Leach	King	Farmer	Pemberton	
Friday .....	28 Borror	Church	Beal	Carrington	
Saturday .....	29 Bloxam	King	Farmer	Pemberton	
Date	Mr. Justice SWINFER ROTA.	Mr. Justice WASHINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	
Monday, June .....	24 Mr. Theod. Groswell	Mr. Bloxam	Mr. Leach	Mr. Farmer	
Tuesday .....	25 Goldschmidt	Borror	Groswell	Beal	
Wednesday .....	26 Theod. Groswell	Bloxam	Leach	King	
Thursday .....	27 Goldschmidt	Borror	Groswell	Church	
Friday .....	28 Theod. Groswell	Bloxam	Leach	Pemberton	
Saturday .....	29 Goldschmidt	Borror	Groswell	Carrington	

## The Property Mart.

### Result of Sales.

REVERSIONS, LIFE POLICIES, SHARES, &c.			
Messrs. H. E. FOSTER & CRAWFIELD held their usual Fortnightly Sale (No. 837) of the above interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named, the total amount realised being £5,021:—			
ABSOLUTE REVERSIONS:			
To £3,000 .....	...	...	Sold £35
To £400 .....	...	...	125
To £2,500 &c. 8d. ....	...	...	1,080
To £2,000 &c. ....	...	...	1,575
To about £550 .....	...	...	185
To Freeholds, Stocks, &c. ....	...	...	640
POLICIES:			
For £1,000 .....	...	...	175
For £500 .....	...	...	500
£180 CAPITAL STOCK Corn Exchange Co. (Mark-lane, E.C.) ..	...	...	297

## Winding-up Notices.

London Gazette—FRIDAY, JUNE 14.  
JOINT STOCK COMPANIES.  
LIMITED IN LIQUIDATION.

**AFRICAN COAL AND EXPLORATION CO., LIMITED**—Creditors are required, on or before July 26, to send in their names and addresses, and the particulars of their debts or claims, to Frederick Washington Davis, 18, Eldon st., liquidator.

**AFRICAN CONSOLIDATED LAND AND TRADING CO., LIMITED**—Creditors are required, on or before July 26, to send in their names and addresses, and the particulars of their debts or claims, to Frederick Washington Davis, 18, Eldon st., liquidator.

**ART PHOTOGRAPHURE CO., LIMITED**—Creditors are required, on or before July 30, to send their names and addresses, and the particulars of their debts or claims, to Frederick John Riches, 113, Wool Exchange, Wansley & Co., Moorgate st., solicitors to liquidator.

**BARRETT GOLD MINES SYNDICATE, LIMITED**—Petition for winding up, presented June 6, directed to be heard on June 25. Hammond & Benningfield, Queen Victoria st. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 24.

**BERKSHIRE DISCOUNT AND ADVANCE CO., LIMITED (IN LIQUIDATION)**—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Louis H. Bailey, Athenaeum bldg., Friar st., Reading, liquidator.

**DAVID KIMBERLEY & SONS TOOL MANUFACTURING CO., LIMITED (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before July 4, to send their names and addresses, and particulars of their debts or claims, to James William Bray Brown, Prudential bldg., Corporation st., Birmingham, liquidator.

**DENTON & DYSON, LIMITED**—Petition for winding up, presented May 29, directed to be heard June 25. Hammond & Benningfield, Queen Victoria st. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 24.



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J W MICHOLSON & Co, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to W Claridge, 47, Market st, Bradford

K O HOAF AND POLSEN Co, LIMITED—Petn for winding up, presented June 11, directed to be heard June 25. Biles, Regent st, solr for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 24

MALABAR Co, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Mr George William Baks, 319, Daahwood House, New Broad st. Blackman, Grosvenor House, Old Broad st, solr to liquidator

MOTOR AUCTIONS, LIMITED—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to George Beverley, Chancery in Station chmbrs, High Holborn, liquidator

FULLMAY CYCLES Co, LIMITED—Petn for winding up, presented May 29, directed to be heard June 20. King, Hastings House, Norfolk st, Strand, solr for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 19

SIMPSON & EMPSON, LIMITED—Creditors are required, on or before July 12, to send their names and addresses, and the particulars of their debts or claims, to Stanley North Smith, Railway chmbrs, Scarborough. Turnbull & Son, Scarborough, solrs to liquidator

STRAKES & MACDONELL (1906), LIMITED—Petn for winding up, presented June 13, directed to be heard June 25. Cohen, Broad st av, Blomfield st, solr for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 24

W LEWIS & Co, LIMITED—Creditors are required, on or before July 11, to send their names and addresses, and the particulars of their debts or claims, to Maurice Joseph Bushell, 124, Watling st. Stileman & Neate, Southampton st, Bloomsbury sq, solrs for liquidator

W W LATHBURY & Co, LIMITED—Creditors are required, on or before July 12, to send their names and addresses, and the particulars of their debts or claims, to Stanley North Smith, Railway chmbrs, Scarborough. Turnbull & Son, Scarborough, solrs to liquidator

London Gazette.—TUESDAY, JULY 19.

#### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ECONOMIC SAFETY GAS Co, LIMITED—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Herbert John Page, 21, Ironmonger ln, liquidator

LONDON COAL AND IRON Co, LIMITED—Creditors are required, on or before July 5, to send their names and addresses, and the particulars of their debts or claims, to Henry Godber, 1, Gresham House Birkham & Co, Old Broad st, solrs for liquidator

LONDON DAILIES Co, LIMITED—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Frederick Morse, 79, 80, and 81, Queen st, liquidator

NEW WIRE WOOL ROOFING Co, LIMITED—Creditors are required, on or before Aug 6, to send their names and addresses, and the particulars of their debts or claims, to George Greenhields MacWilliams, care of Fuller & Co, Basilshaw House, Basinghall st. Merzians & Thirby, 15, 16, Temple, solrs for liquidator

NON-EXPLOSIVE GAS SYNDICATE, LIMITED (INCORPORATED IN 1907)—Creditors are required, on or before July 30, to send their names and addresses, and the particulars of their debts or claims, to John Benjamin Gates, 6, Warwick st. Wainwright & Co, Church ct, Clement's ln, solrs for liquidator

PETROLEUM ENGINEER Co, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Thomas Ernest Shuttleworth, Royal Insurance bldgs, Church st, Sheffield, liquidator

SHIP "PENGWEN," LIMITED—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Mr William Thomas, 14, Water st, Liverpool, liquidator

WEST AUCKLAND AND SAINT HELENS AUCKLAND GAS Co, LIMITED—Creditors are required, on or before July 30, to send in their names and addresses, with particulars of their debts or claims, to George Smith, West Auckland, Durham, liquidator

## Creditors' Notices.

### Under Estates in Chancery

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, JULY 11.

FORMOSA, JESSIE FRANCES, Wiener Sanatorium, Vienna July 10 Law Guarantee and Trust Soc, Ltd v Formosa, Kokewich, J Sinclair, Bedford row  
LANCHESTER, THOMAS, East Kyo, Greenside, Durham July 11 Dunn v Lancaster, Parker, J Stobo, Newcastle upon Tyne

London Gazette.—FRIDAY, JUNE 14.

LEIDIG, JOHN GEORGE JACOB CHRISTIAN, Broadway, Deptford, Baker July 15 Leidig v Leidig, Kekewich, J MacMahon, Essex st, Strand

## Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JUNE 7.

ASHLEY, The Hon JULIA, Upper Brook st July 24 Nicholl & Co, Howard st, Strand  
AUSTIN, JOSEPH, Miles Flitting, Manchester, Coal Merchant July 8 Higham, Manchester

BROADBENT, GEORGE, Bailly, Yorks, Innkeeper June 15 Whitfield, Bailly  
BROWN, JOHN ATKINSON, Parkbroom, Stanwix, Cumberland July 8 S & H B Cartnell, Carlisle

BULGER, HUGH, Haslington ln, Durham July 22 Friddin, Houghton le Spring  
CHADWICK, JANE, Longsight, Manchester July 1 Slater & Co, Manchester

CONDER, CHARLOTTE ELIZABETH, Liverpool July 6 Jackson, Liverpool  
COWLEY, WILLIAM, Sheffield Aug 1 Clegg & Sons, Sheffield

COX, HENRY, Cold Ashby, Northampton, Coachman July 5 Wratlaw & Thompson, Rugby

CROSER, EDWARD, Gloucester cres, Regent's Park, Band Provider July 14 Jennings, Kentish Town rd

CUNLIFFE, WILLIAM, Accrington July 10 Whitaker & Hibbert, Haslington

DODSON, WILLIAM STEPHEN, Norwich July 12 Cosmo-Hardy & Jenson, Norwich

EBBERT, THOMAS, Cossall, Notts, Farmer June 20 Thyrps, Ilkeston

ELLIOTT, MANTHA, Thornborough, Bucks July 8 Horwood & James, Aylesbury

FRAZIS, FREDERICK GEORGE, Folkestone July 15 Bradley, Folkestone

GARDNER, JAMES, Ipswich Aug 1 Bantoft, Ipswich

GIBBINS, JOHN EDWARD, Houndlow Heath, Farmer Aug 1 Peake, Clement's inn, Strand

GOWERS, STEPHEN, Woking July 6 Roberts, Old Serjeants' inn

HALL, JOHN, Burnham, Butcher July 8 Barrett & Son, Slough

HALL, ISABELLA, Sunderland July 5 Service, Sunderland

HIGSON, ESTHER PERKES, Seaforth, Lancs July 5 Cornish & Gardner, Liverpool

HIRST, WILLIAM AKED, Badsworth, nr Pontefract July 6 Burkhitt, Badsworth

JACKSON, JAMES FREDERICK, East Molesey July 31 Sharpe & Co, New st, Carey st

JACKSON, SARAH, Knowl, Mirdale, Yorks June 22 Broadbent, Mirdale

JONES, JOHN HENRY, Preston, Lancs, Foreman Sheet Maker June 29 Smith & Fazackerley, Preston

JUBB, ARTHUR JOHN, Askern, Yorks July 6 Hudson, Doncaster

KING, OLIVE ANN, Southampton July 20 Clarke & Harris, Whitechurch, Hants

MACDONAUGHT, ANN ELIZABETH, Summer pl July 8 Slater & Co, Manchester

MEAD, MATTHEW, Linslade, Bucks August 1 Newton & Calcott, Leighton Buzzard

MORRIS, JOHN, Dymock, Glos, Blacksmith July 5 Russell & Co, Ledbury

MOSFOT, PETER, Gosforth, Cumberland July 5 Thompson, Whitehaven

NIX, WILLIAM, Stockton on Tees July 8 Watson, Stockton on Tees

NIX, ELIZABETH, Stockton on Tees July 8 Watson, Stockton on Tees

NORMAN, THOMAS, Trenholm Bar, Hutton Radby, Yorks, Farmer July 6 Thomas & Malkin, Stockton on Tees

OLIVER, RICHARD GORDON, Frome, Woollen Merchant July 7 Norton, Old Jewry chmbrs

PARKER, EMMA, Shortwood, Nottingham June 30 Rorke & Jackson, Nottingham

PARKER, MATTHEW, Sherwood, Nottingham June 30 Rorke & Jackson, Nottingham

PAXTON, EDWARD, Willaston, Oxford, Farmer July 5 Hearn & Hearn, Buckingham

PERFECT, CHARLOTTE ELIZABETH, Uxbridge rd, Shepherd's Bush July 6 Tatham & Co, Queen Victoria st

PIECY, GEORGE THOMAS, Catford Bridge, Kent July 1 Stevenson & Gouldwell, Fenchurch st

PRINCE, WILLIAM CLAPHAM, Burmantofts, Leeds July 20 Wilkinson & Garland, Leeds

PRYDS, JOHN, Thornaby on Tees, Master Mariner July 8 Watson, Stockton on Tees

RALLS, JAMES, Bridport, Dorset, Ironmonger July 6 Nantess & Mansell, Bridport

RAPHAEL, LEWIS, Milton next Gravesend July 31 Pocks & Co, Carey st, Lincoln's inn

RENTON, JOHN, Ponteland, Northumberland, Farmer July 8 Gibbons & Kent, Newcastle upon Tyne

ROBINSON, WILLIAM WHARTON, Oxford, Solicitor August 1 Bowling & Sons, Leeds

ROOKE, ELIZABETH, Richmond July 4 Hillman, Leeds

SHAFF, RICHARD, Sunderland July 5 Service, Sunderland

SHAW, HERBERT GEORGE, Birkenhead, Ship's Steward July 6 Jackson, Liverpool

SHILES, THOMAS, Alnwick, Northumberland July 8 Forster & Paynter, Alnwick

SMITH, MARY, Morpeth, Northumberland July 1 Brett, Morpeth

SUTTON, MARY MARIA, Sheffield July 31 Benson & Co, Sheffield

TOMPKINS, CHARLOTTE ELIZABETH, Broadhinton rd, Clapham Aug 1 Cain, Staple inn

WATSON, MARGARET, Darwen, Lancs July 5 Halliwell & Halliwell, Darwen, Lancs

WEBSTER, ROBERT, Hucknall Torkard, Notts, Contractor June 24 Turpin, Nottingham

WHITTAKER, JOHN, Quornmore, nr Lancaster, Farmer July 5 Johnson & Tilly, Lancaster

WHITTAKER, JOHN WILLIAM CLEMONS, Houghton Dale House, nr Denton, Lancs, Chemical Manufacturer Aug 10 Smith & Co, Stockport

WRIGHTMAN, EVELYN THOMAS BRUCKNELL, Hingham July 16 Stevens & Co, Norwich

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

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Suitable Insurance Clauses for Inserting in Leases or Mortgages of Licensed Property Settled by Counsel, will be sent on application.

# Bankruptcy Notices.

London Gazette.—THURSDAY, JUNE 11.

## RECEIVING ORDERS.

ABBOTT, CHARLES JOHN, Radstock, Somerset, Club Caretaker Frome Pet June 6 Ord June 6  
 BROWN, JOHN GEORGE, West Hattlepool, Builder Sunderland Pet May 7 Ord June 7  
 CHARRISON, GEORGE, Harrigate, Painter York Pet June 7 Ord June 7  
 CROSS, JAMES, Littleport, Cambs, Baker Cambridge Pet May 27 Ord June 8  
 FAGGUEBROU, NESTOR, Lambton rd, Raynes Park, Florist High Court Pet May 23 Ord June 7  
 FOX, WILLIAM MOND, Trafalgar rd, Old Kent rd, Surgeon High Court Pet June 6 Ord June 6  
 FOXALL, ROBERT, Mincing Ln, Broker High Court Pet May 23 Ord June 7  
 GOODMAN, WOLF, Commercial st, Hat Manufacturer High Court Pet May 31 Ord June 7  
 GRANGER, DAVID, Bankside, Bolegham, Hereford, Farmer Leominster Pet May 27 Ord June 7  
 HARPER, WILLIAM EDWARD, Ebbw Vale, Mon, Tinsmith Tredegar Pet June 8 Ord June 8  
 HARTLEY, EDWIN, Burnley, Furnisher Burnley Pet June 8 Ord June 8  
 HOSKIN, FRANK, Walsall, Tailor Walsall Pet June 5 Ord June 5  
 JEFFERIES, ALBERT JAMES, Burdett, Northampton, Proprietor of Steam Laundry Northampton Pet June 7 Ord June 7  
 JONES, EMOCH, Cardiff, Builder Cardiff Pet June 7 Ord June 7  
 MATTLAND, GEORGE, Bargoed, Glam, Builder Merthyr Tydfil Pet June 8 Ord June 8  
 MULLINS, EMMA, Merthyr Tydfil, Confectioner Merthyr Tydfil Pet June 8 Ord June 8  
 PRICKE, RACHEL, Bradford, Restaurant Proprietress Bradford Pet June 8 Ord June 8  
 RILEY, SAMUEL, Nottingham, Draper Nottingham Pet June 7 Ord June 7  
 ROOTHAM, SAMUEL, Antwerp, Dorchester, Schoolmaster Dorchester Pet June 7 Ord June 7  
 SALLWOOD, SAMUEL, Shrewsbury, Gunsmith Shrewsbury Pet June 6 Ord June 6  
 SMART, SARAH ANN, Cirencester, Swindon Pet June 6 Ord June 6  
 STRATHERS, HENRY, Kingston upon Hull, Earthenware Dealer Kingston upon Hull Pet June 6 Ord June 6  
 STEPHENSON, THOMAS JUN, Waterloo, Blyth, Northumberland, Jobbing Bricklayer Newcastle upon Tyne Pet June 7 Ord June 7  
 TILDESLEY, RICHARD, Halewood, Worcester, Slourbridge Pet June 4 Ord June 4  
 VAUGHAN, HENRY, Sheffield, Ironmonger Sheffield Pet June 7 Ord June 7  
 WARREN, SAMUEL HENRY, Castleford, Yorks, Egg Merchant Wakefield Pet May 29 Ord June 7

Amended notice substituted for that published in the London Gazette of June 4:

BRUNNING, GEORGE THOMAS COOK, Bootle, Lancs, Seedman Liverpool Pet June 1 Ord June 1

## FIRST MEETINGS.

ALLEN, JOHN THOMAS, Leicester, Plumber June 19 at 8 Off Rec, 1, Berridge st, Leicester  
 BANKS, CHARLES, Bedford, Sussex, Sub-Postmaster June 19 at 12 Off Rec, 4, Pavilion bldgs, Brighton  
 BAYNES, SYDNEY, 86 John's pk mans, Pemberton gdns, Upper Holloway, June 20 at 12 Bankruptcy bldgs, Carey st  
 BOOTHMAN, OMAR, Bournemouth June 20 at 1 Bankruptcy bldgs, Carey st  
 BOWTELL, WALTER, Sheering, Essex, Butcher June 19 at 12 12 Bedford row  
 BRUNNING, GEORGE THOMAS COOK, Bootle, Lancs, Seedman June 19 at 12 Off Rec, 33, Victoria st, Liverpool  
 CANNIBELL, ANTHONY, West Disbury, Manchester, Accountant June 19 at 8 Off Rec, 11, Hydon st, Manchester  
 CHARRISON, GEORGE, Starbeck, nr Harrogate, Painter June 21 at 3 Off Rec, The Red House, Duncombe pl, York  
 COHEN, HYAM, Hastings, Financial Agent June 21 at 11 Bankruptcy bldgs, Carey st  
 DAVIES, JOHN, Lampeter, Cardigan, Clog Manufacturer June 23 at 12 30 Off Rec, 4, Queen st, Carmarthen  
 FAGGUEBROU, NESTOR, Lambton rd, Raynes Park, Florist June 24 at 1 Bankruptcy bldgs, Carey st  
 FOX, WILLIAM MOND, Trafalgar rd, Old Kent rd, Surgeon June 21 at 1 Bankruptcy bldgs, Carey st  
 FOXALL, ROBERT, Mincing Ln, Broker June 24 at 11 Bankruptcy bldgs, Carey st  
 GOODMAN, WOLF, Commercial st, Hat Manufacturer June 21 at 2 30 Bankruptcy bldgs, Carey st  
 GOS, FRED, Sheffield, Insurance Canvaser June 19 at 12 30 Off Rec, 11, Sheffield  
 HARRIS, FREDERICK, Vauxhall, Walsall June 19 at 12 Off Rec, Wolverhampton  
 HEKLEY, WILLIAM GRANTON, Sheffield, Grocer June 19 at 11 30 Off Rec, 11, Sheffield  
 HERBERT, EDWARD, Midsummer av, Hounslow June 19 at 2 30 Bankruptcy bldgs, Carey st  
 JAMES, ERNEST ALFRED, Shaftesbury, Publican June 20 at 1 Off Rec, City Chambers, Catherine st, Salisbury  
 KNAPPAN, FREDERICK, Stonehouse, Devon, Carter June 19 at 11 4, Albemarle ter, Plymouth  
 LEE, STEPHEN, Peatling Pave, Leicester, Farmer June 19 at 12 Off Rec, 1, Berridge st, Leicester  
 LEWIS, JAMES, Carmarthen, Butcher June 22 at 11 Off Rec, 4, Queen st, Carmarthen  
 MOORE, WILLIAM HENRY, Walsall, Accountant June 19 at 11 30 Off Rec, Wolverhampton  
 MORGAN, DAVID, Aberystwyth, Glam, Egg Merchant June 20 at 12 30 Off Rec, 31, Alexandra rd, Swansea

MORTON & CO, GEORGE, Wilson st, Glass Merchant June 21 at 12 Bankruptcy bldgs, Carey st  
 MURPHY, JAMES, Merthyr Tydfil, Confectioner June 20 at 11 Off Rec, County Court, Toward, Merthyr Tydfil  
 NAPIER, THE HON FRANCIS EDWARD BART, (Master of the Navy), Waterbury, Heston on Thames June 19 at 12 Bankruptcy bldgs, Carey st  
 PAYNE, ROBERT, Stepney causeway, Stepney June 20 at 12 Bankruptcy bldgs, Carey st  
 PRYCE, L G, Pembroke sq June 19 at 12 Bankruptcy bldgs, Carey st  
 ROBINSON, JAMES SIDNEY, Eddow, Cheshire, Farmer June 21 at 11 Off Rec, 23, King Edward st, Macclesfield  
 SALLWOOD, SAMUEL, Shrewsbury, Gunsmith June 21 at 11 30 Off Rec, 23, Swan hill, Shrewsbury  
 SMART, SARAH ANN, Cirencester June 20 at 10 Off Rec, 38, Regent circus, Swindon  
 STEPHENSON, THOMAS JUN, Blyth, Northumberland, Jobbing Bricklayer June 19 at 11 Off Rec, 20, Mosley st, Newcastle on Tyne  
 STONE, SAMUEL, Maesteg, Glam, Collier June 19 at 3 Off Rec, 11, 36 Mary st, Cardiff  
 TROLE, HENRY, Mountain Ash, Glam, Collier June 21 at 11 Off Rec, Post Office Chambers, Pontypridd  
 TOMLIN, PHILIP, Small Heath, Birmingham, Grocer June 20 at 11 30 191, Corporation st, Birmingham  
 TUCK, HENNINGTON, Bournemouth, Merchant Tailor June 19 at 2 30 Outlets & Ss, 153, Old Christchurch rd, Bournemouth  
 WATKINS, WILLIAM, Walsall, Grocer June 19 at 11 Off Rec, Wolverhampton  
 WHEELER, JAMES EDWARD, New Malden, Surrey, Commercial Traveller June 19 at 11 30 132, York rd, Westminster Bridge  
 WILLIAMS, JOHN ROWLAND, Pontardulais, Glam, Baker June 20 at 12 Off Rec, 81, Alexandra rd, Swansea  
 WILLIAMS, THOMAS VICTOR, Southampton bldgs, Licensed Victualler June 19 at 11 Bankruptcy bldgs, Carey st

## ADJUDICATIONS.

ABBOTT, CHARLES JOHN, Radstock, Somerset, Club Caretaker Frome Pet June 6 Ord June 6  
 CLARRISON, GEORGE, Harrigate, Painter York Pet June 7 Ord June 7  
 COHEN, HYAM, Hastings, Financial Agent High Court Pet June 5 Ord June 5  
 CULLIFORD, HENRY THOMAS, Fullwood's Rents, Holborn High Court Pet Dec 29 Ord June 4  
 ERDE, MAX, Herne Bay, Hotel Keeper Canterbury Pet April 27 Ord June 7  
 HARPER, WILLIAM EDWARD, Ebbw Vale, Mon, Tinsmith Tredegar Pet June 8 Ord June 8  
 HARTLEY, EDWIN, Burnley, Furnisher Burnley Pet June 8 Ord June 8  
 HERBERT, EDWARD, Midsummer av, Hounslow High Court Pet June 5 Ord June 5  
 IVER, CHESTER, Brown's bldgs, Chancery in High Court Pet April 28 Ord June 3  
 JEFFERIES, ALBERT JAMES, Rushden, Northampton, Proprietor of Steam Laundry Northampton Pet June 7 Ord June 7  
 JONES, EMOCH, Cardiff, Builder Cardiff Pet June 7 Ord June 7  
 KIMPTON, CHARLES RICHARD, Chateworth rd, West Norwood, Clerk High Court Pet April 11 Ord June 1  
 LEWIS, JAMES, Carmarthen, Butcher Carmarthen Pet May 25 Ord June 8  
 MATTLAND, GEORGE, Bargoed, Glam, Builder Merthyr Tydfil Pet June 8 Ord June 8  
 MATTHEWS, HUBERT CANNING, Chateworth rd, Clapton, Provision Dealer High Court Pet May 4 Ord June 5  
 MORRIS, THOMAS, Carlisle st, Caledonian rd, Cab Proprietor High Court Pet May 9 Ord June 5  
 MULLINS, EMMA, Merthyr Tydfil, Confectioner Merthyr Tydfil Pet June 8 Ord June 8  
 NORMAN, LEOPOLD ISIDORE NEUMANN, Hove, Sussex High Court Pet May 23 Ord June 7  
 NURN, JAMES STROUD, Queen Victoria st High Court Pet April 18 Ord June 1  
 PECKHAM, EDGAR, Queen Anne's chambers, Westminster, Company Director High Court Pet March 27 Ord June 5  
 RILEY, SAMUEL, Nottingham, Draper Nottingham Pet June 7 Ord June 7  
 ROBINSON, CLIFTON, Porchester gate High Court Pet May 6 Ord June 5  
 SALLWOOD, SAMUEL, Shrewsbury, Gunsmith Shrewsbury Pet June 6 Ord June 6  
 SMART, SARAH ANN, Cirencester Swindon Pet June 6 Ord June 6  
 STRATHERS, HENRY, Kingston upon Hull, Earthenware Dealer Kingston upon Hull Pet June 8 Ord June 8  
 STEPHENSON, THOMAS JUN, Waterloo, Blyth, Northumberland, Jobbing Bricklayer Newcastle upon Tyne Pet June 7 Ord June 7  
 TILDESLEY, RICHARD, Halewood, Worcester, Slourbridge Pet June 4 Ord June 4  
 VAUGHAN, HENRY, Sheffield, Ironmonger Sheffield Pet June 7 Ord June 7  
 WATKINS, WILLIAM, Walsall, Doctor High Court Pet April 5 Ord June 6  
 WATT, SARAH, Liverpool, House Furnisher Liverpool Pet May 20 Ord June 7  
 WIGGINS, JAMES, Charles pl, East Acton, Wash Contractor Brentford Pet May 3 Ord June 7  
 WILLIAMS, THOMAS VICTOR, Southampton bldgs, Licensed Victualler High Court Pet May 22 Ord June 7

Amended notice substituted for that published in the London Gazette of June 4:

BRUNNING, GEORGE THOMAS COOK, Bootle, Lancs, Seedman Liverpool Pet June 1 Ord June 1

London Gazette.—FRIDAY, JUNE 14.

## RECEIVING ORDERS.

ANDREWS, JOHN RICHARD, Starbeck, Yorks, Builder York Pet June 10 Ord June 10

ARMSTRONG, JAMES, Walsall, Solicitor Walsall Pet May 27 Ord June 7  
 BAIRD, JAMES, Wooler, Northumberland, General Dealer Newcastle on Tyne Pet May 30 Ord June 12  
 BATES, SAMUEL HENRY, Handsworth, Grocer Birmingham Pet May 28 Ord June 10  
 BEDDARD, HARRY, Northampton, Yorks Leeds Pet June 8 Ord June 8  
 BENNETT, B B, Ferny, 81, James' High Court Pet April 12 Ord June 11  
 BOVINGDON, FREDERICK CORNELIUS, High st, Harlowden, Provision Merchant High Court Pet June 11 Ord June 11  
 BOW, ARTHUR, Gainsborough, Boot Maker Lincoln Pet June 10 Ord June 10  
 BRICK, HERBERT CHEREST, Kingston upon Hull, Joiner Kingston upon Hull Pet June 10 Ord June 10  
 CLINCH, CHARLES, Gravend Licensed Victualler Rochester Pet June 10 Ord June 10  
 COATES, JAMES, Kingston upon Hull, Tinner Kingston upon Hull Pet May 1 Ord June 11  
 COVERDALE, VICTOR STABLEY, Longham, Dorset, Teacher of Music Poole Pet June 12 Ord June 12  
 CROSSLAND, ROBERT, Cloughton, Yorks, Licensed Victualler Scarborough Pet June 11 Ord June 11  
 DAVIES, WILLIAM, Miskin, Mountain Ash, Glam, Collier Aberdare Pet May 27 Ord June 11  
 DEWENT, WALTER, Kingston upon Hull, Painter Kingston upon Hull Pet June 11 Ord June 11  
 EDE, CHARLES, Derby, Organ Builder Derby Pet June 11 Ord June 11  
 EDMUNDS, HENRY, Butty Port, Carmarthen Carmarthen Pet June 12 Ord June 12  
 EVANS, HARRY, Thringstone, Leicester, Striker at a Wag m Works Burton on Trent Pet June 11 Ord June 11  
 FINNEY, VINCENT JOSEPH, and EDMUND FRANCIS FINNEY, Suffolk st, Clerkenwell, Staffordshire Warehousemen High Court Pet June 12 Ord June 12  
 FISHERSON, FRANCIS JOHN, and OWEN FISHERSON, Holsworthy, Devon, Cattle Dealers Barnstaple Pet June 10 Ord June 10  
 FOX, THOMAS, Sale, Chester, Woodblock Layer Manchester Pet May 31 Ord June 10  
 FRYER, CYRIL FREDERICK WILLIAM, Grove Park gdns, Chiswick, Architect High Court Pet Sept 15 Ord May 8  
 GADET, ELI, Morley, Yorks, Auctioneer Dewsbury Pet June 10 Ord June 10  
 HARRERT, JOHN HODGE, Merton, Surrey, Builder Croydon Pet March 23 Ord June 11  
 HILL, WILLIAM HORATIO PHILIP, Coalville, Leicester, Grocer Leicester Pet May 29 Ord June 10  
 INGHAM, THOMAS, Holywell, Flint, Chemical Manufacturer Chester Pet March 21 Ord June 12  
 INGHAM, WILLIAM C, Boston, Lines Boston Pet March 26 Ord June 12  
 JONES, RACHEL, Tredegar, Mon, Greengrocer Tredegar Pet June 12 Ord June 12  
 JONES, HARRY, Walsall, Tailor Walsall Pet June 10 Ord June 10  
 JONES, JOHN, Llanrwst, Denbigh, Greengrocer Portmadoc Pet June 10 Ord June 10  
 KIGHTLEY, FARI WILLIAM, Kettering, Shoe Finisher Northampton Pet June 11 Ord June 11  
 KITCHING, JOHN WILLIAM, Kingston upon Hull, Printer Kingston upon Hull Pet June 12 Ord June 12  
 LEECH, CHARLES, Chester, Engine Driver Chester Pet June 12 Ord June 12  
 MALTY, GEORGE, Kingston upon Hull, Builder Kingston upon Hull Pet June 12 Ord June 12  
 MARSHALL, EDWIN, Milnrow, nr Rochdale, Nurseryman Rochdale Pet June 12 Ord June 12  
 MOTT, E SPENCER, Fleet st, Journalist High Court Pet May 24 Ord June 12  
 O'BRIEN, ALICE, Grand parade, Muswell Hill, Tobacconist High Court Pet June 6 Ord June 13  
 PENGOELLY, ROBERT, Bishopston, Bristol, Builder Bristol Pet May 29 Ord June 10  
 PHILPOTT, MARY HANNAH, Hornfield, Bristol, Baker Bristol Pet June 12 Ord June 12  
 ROBERTS, MORRIS, Leeds, Milk Dealer Leeds Pet June 10 Ord June 10  
 ROBERTS, WILLIAM CHARLES, Paignton, Devon Plymouth Pet June 12 Ord June 12  
 ROWE, GEORGE, and THOMAS GEORGE ROWE, Broadwater rd, Tooting, Van Builders Edmonton Pet June 10 Ord June 10  
 SHORE, HARRY, Walsall, Surgeon Walsall Pet May 17 Ord June 7  
 SWANWICK, PHILIP, Bleasby, Notts Nottingham Pet June 10 Ord June 10  
 TRAFFORD, SIR HUMPHREY FRANCIS DE, Market Harborough, Leicester Leicester Pet April 6 Ord June 10  
 WATSON, JOHN EDWIN, Lmg Eaton, Derby, Butcher Derby Pet June 10 Ord June 10  
 WEBSTER, WILLIAM CONSTABLE, and SUSAN JANE BAELETON, Scarborough, Lodging house Keepers Scarborough Pet June 8 Ord June 8  
 WILLIAMS, DAVID, Haverfordwest, Baker Pembroke Dock Pet June 12 Ord June 12  
 WILLIAMS, THOMAS GATHIN, Bangor, Carnarvon, Grocer Bangor Pet June 10 Ord June 10  
 WYNNES, MULLISH, Sutton, Surrey, Butcher Croydon Pet May 15 Ord June 11  
 WOODMAN, PHILIP JOHN, Bradford, Painter Bradford Pet June 10 Ord June 10

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